

CIRCULAR DATED 9 JANUARY 2025

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or any other professional adviser immediately.

If you have sold or transferred all your shares in the capital of Jumbo Group Limited (the “**Company**”), you should immediately forward this Circular (as defined herein), the Notice of AGM (as defined herein) and the Proxy Form (as defined herein) to the purchaser or transferee or to the bank, stockbroker or agent through whom the sale or transfer was effected, for onward transmission to the purchaser or transferee.

This Circular has been prepared by the Company and its contents have been reviewed by the Company’s sponsor, United Overseas Bank Limited (the “**Sponsor**”), for compliance with Rules 226(2)(b) and 753(2) of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) Listing Manual Section B: Rules of Catalist.

This Circular has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this Circular, including the correctness of any of the statements or opinions made or reports contained in this Circular.

The contact person for the Sponsor is Ms. Priscilla Ong, Vice President, Equity Capital Markets, who can be contacted at 80 Raffles Place, #03-03 UOB Plaza 1, Singapore 048624, telephone: +65 6533 9898.



JUMBO GROUP LIMITED

(Company Registration Number 201503401Z)
(Incorporated in the Republic of Singapore on 4 February 2015)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

- (A) THE PROPOSED EXTENSION OF, AND AUTHORITY TO ALLOT AND ISSUE SHARES UNDER, THE JUMBO EMPLOYEE SHARE OPTION SCHEME;**
- (B) THE PROPOSED GRANT OF OPTIONS UNDER THE JUMBO EMPLOYEE SHARE OPTION SCHEME AT A DISCOUNT;**
- (C) THE PROPOSED EXTENSION OF, AND AUTHORITY TO ALLOT AND ISSUE SHARES UNDER, THE JUMBO PERFORMANCE SHARE PLAN; AND**
- (D) THE PROPOSED RENEWAL OF THE SHARE BUYBACK MANDATE.**

IMPORTANT DATES AND TIMES:

Last date and time for lodgement of Proxy Form	:	21 January 2025 at 9.00 a.m.
Date and time of Annual General Meeting	:	24 January 2025 at 9.00 a.m.
Place of Annual General Meeting	:	190 Keng Lee Road Chui Huay Lim Club Singapore 308409

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DEFINITIONS

For the purpose of this Circular, the following definitions apply throughout unless the context otherwise requires:

- “2015 Offer Document”** : The Company’s offer document dated 28 October 2015 where the Rules of the Share Option Scheme and the Rules of the Performance Share Plan were annexed to in Annex F and G respectively
- “2024 Mandate”** : Has the meaning ascribed to it in Section 5.1 of this Circular
- “2025 AGM”** : The annual general meeting of the Company to be held at 190 Keng Lee Road, Chui Huay Lim Club, Singapore 308409 on 24 January 2025 at 9.00 a.m.
- “AGM”** : The annual general meeting of the Company
- “Annual Report 2024”** : The annual report of the Company for FY2024
- “Approval Date”** : Has the meaning ascribed to it in Section 5.3.1 of this Circular
- “Auditors”** : The auditors of the Company for the time being
- “Average Closing Price”** : Has the meaning ascribed to it in Section 5.3.4 of this Circular
- “Award”** : The contingent award of Shares which may be granted pursuant to the Jumbo Performance Share Plan
- “Award Date”** : In relation to an Award, the date on which the Award is granted pursuant to the Jumbo Performance Share Plan
- “Board”** : The board of Directors of the Company as at the date of this Circular
- “Catalist”** : The Catalist Board of the SGX-ST
- “Catalist Rules”** : The Listing Manual Section B: Rules of Catalist of the SGX-ST as amended, modified or supplemented from time to time
- “CDP”** : The Central Depository (Pte) Limited
- “Circular”** : This circular to Shareholders dated 9 January 2025 issued by the Company
- “Committee”** : The remuneration committee of the Board, or such other committee comprising Directors duly authorised and appointed by the Board to administer the Share Option Scheme or the Performance Share Plan (as the case may be)
- “Companies Act”** : The Companies Act 1967 (Singapore) as amended, supplemented or modified from time to time
- “Company”** : Jumbo Group Limited
- “Constitution”** : The constitution of the Company, as amended, modified or supplemented from time to time

DEFINITIONS

“Controlling Shareholder”	:	A person who: <ul style="list-style-type: none">(a) holds directly or indirectly 15.0% or more of the nominal amount of all voting shares in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder; or(b) in fact exercises control over the Company
“Directors”	:	The directors of the Company as at the date of this Circular
“EGM”	:	The extraordinary general meeting of the Company
“Employee”	:	A confirmed employee of the Group, including Executive Directors, selected by the Committee to participate in the Share Option Scheme in accordance with Rule 4 of the Share Option Scheme
“EPS”	:	Earnings per Share
“Executive”	:	An employee of the Group (including any Executive Director who meets the relevant age and rank criteria) selected by the Committee to participate in the Performance Share Plan
“Exercise Price”	:	The price at which a Participant shall subscribe for or acquire each Share upon the exercise of an Option as determined in accordance with the Jumbo Employee Share Option Scheme
“Executive Director”	:	A director of the Company and/or its subsidiaries, as the case may be, who performs an executive function
“FY”	:	The financial year ended or ending (as the case may be) 30 September
“Grantee”	:	The person to whom an offer of an Option is made
“Group”	:	The Company, its subsidiaries and subsidiary entities
“Incentive Option”	:	An Option granted with the Exercise Price set at a discount to the Market Price
“Independent Directors”	:	The independent directors of the Company
“JBO”	:	JBO Holdings Pte. Ltd.
“Jumbo Employee Share Option Scheme” or “Share Option Scheme”	:	The share option scheme of the Company known as the “Jumbo Employee Share Option Scheme” which was approved by the Company’s shareholders at the EGM held on 19 October 2015, as may be amended, modified or supplemented from time to time
“Jumbo Performance Share Plan” or “Performance Share Plan”	:	The share incentive plan of the Company known as the “Jumbo Performance Share Plan” which was approved by the Company’s shareholders on 19 October 2015, as may be amended, modified or supplemented from time to time
“Kok Sing”	:	Kok Sing Realty (Pte) Ltd

DEFINITIONS

“Latest Practicable Date”	:	27 December 2024, being the latest practicable date prior to the date of this Circular
“Market Day”	:	A day on which the SGX-ST is open for trading in securities
“Market Price”	:	Has the meaning ascribed to it in Section 2.5.6 of this Circular
“Market Price Option”	:	An Option granted with the Exercise Price set at the Market Price
“Market Purchase”	:	Has the meaning ascribed to it in Section 5.3.3 of this Circular
“Maximum Price”	:	Has the meaning ascribed to it in Section 5.3.4 of this Circular
“Non-Executive Director”	:	A director of the Company and/or its subsidiaries, including an independent director, who is not an Executive Director
“Notice of AGM”	:	The notice of AGM enclosed with the Annual Report 2024
“NTA”	:	Net tangible assets
“Off-Market Purchase”	:	Has the meaning ascribed to it in Section 5.3.3 of this Circular
“Offering Date”	:	The date on which an Option is granted pursuant to the Jumbo Employee Share Option Scheme
“Option”	:	The option(s) which may be granted pursuant to the Jumbo Employee Share Option Scheme
“Participant”	:	A person who is selected by the Committee to participate in the Jumbo Employee Share Option Scheme or the Jumbo Performance Share Plan in accordance with the provisions therein and/or a holder of an Option
“Performance Condition”	:	In relation to an Award, the condition(s) specified on the Award Date in relation to that Award
“Performance Period”	:	The period, as may be determined by the Committee at its absolute discretion, during which the Performance Condition is to be satisfied
“Prescribed Limit”	:	Has the meaning ascribed to it in Section 5.3.1 of this Circular
“Proposals”	:	Has the meaning ascribed to it in Section 1 of this Circular
“Proxy Form”	:	The proxy form in respect of the 2025 AGM enclosed with the Annual Report 2024
“Record Date”	:	The date fixed by the Company for the purpose of determining entitlements to dividends, rights, allotments or other distributions of holders of its securities
“Release”	:	In relation to an Award, the release at the end of the Performance Period relating to that Award of all or some of the Shares to which that Award relates and, to the extent that any Shares which are the subject of the Award are not released, the Award in relation to those Shares shall lapse accordingly, and “Released” shall be construed accordingly

DEFINITIONS

“Relevant Period”	:	Has the meaning ascribed to it in Section 5.3.2 of this Circular
“Release Schedule”	:	In relation to an Award, a schedule in such form as the Committee shall approve, setting out the extent to which Shares which are the subject of that Award shall be Released on the Performance Condition being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period
“Released Award”	:	An Award which has been released
“Resolution 9”	:	Has the meaning ascribed to it in Section 1(a)
“Resolution 10”	:	Has the meaning ascribed to it in Section 1(b)
“Resolution 11”	:	Has the meaning ascribed to it in Section 1(c)
“Resolution 12”	:	Has the meaning ascribed to it in Section 1(d)
“Rules of the Share Option Scheme”	:	The existing rules of the Share Option Scheme as set out in Annex F of the 2015 Offer Document, as proposed to be extended and altered, as set out in Annex A of this Circular
“Rules of the Performance Share Plan”	:	The existing rules of the Performance Share Plan as set out in Annex G of the 2015 Offer Document, as proposed to be extended and altered, as set out in Annex B of this Circular
“Securities Account”	:	The securities account(s) maintained by a Depositor with CDP but not including a securities sub-account maintained with a Depository Agent
“Securities and Futures Act”	:	The Securities and Futures Act 2001 (Singapore), as amended, modified or supplemented from time to time
“SFRS(I) 2”	:	Has the meaning ascribed to it in Section 2.8.1
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Buybacks”	:	The purchases or acquisitions of Shares by the Company pursuant to the terms of the Share Buyback Mandate
“Share Buyback Mandate”	:	The general mandate to enable the Company to purchase or otherwise acquire its Shares, the terms of which are set out in this Circular
“Share Registrar”	:	The share registrar of the Company as at the date of this Circular, being Boardroom Corporate & Advisory Services Pte Ltd
“Shareholders”	:	Persons who are registered as holders of Shares in the Register of Members of the Company except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context admits, mean the Depositors whose Securities Accounts are credited with Shares
“Shares”	:	Ordinary shares in the capital of the Company

DEFINITIONS

“ SIC ”	:	The Securities Industry Council
“ subsidiary ”	:	A subsidiary of a company (as defined in Section 5 of the Companies Act) and “ subsidiaries ” shall be construed accordingly
“ Substantial Shareholder ”	:	A person who holds directly or indirectly 5.0% or more of the issued voting shares in the capital of the Company
“ Take-over Code ”	:	The Singapore Code on Take-overs and Mergers issued by the Monetary Authority of Singapore, pursuant to Section 321 of the Securities and Futures Act, as amended, modified or supplemented from time to time
“ Vesting ”	:	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and “ Vest ” and “ Vested ” shall be construed accordingly
“ Vesting Date ”	:	In relation to Shares which are the subject of a Released Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have Vested

Currencies and others

“ S\$ ” and “ cents ”	:	Singapore dollars and cents respectively
“ % ”	:	Percentage

The terms “**Depositor**”, “**Depository Register**” and “**Depository Agent**” shall bear the meaning assigned to them respectively by Section 81SF of the Securities and Futures Act. The term “**treasury share**”, shall have the meaning ascribed to it in Section 4 of the Companies Act. The terms “**Associate**” and “**subsidiary holdings**” shall have the meaning ascribed to them respectively by the Catalist Rules.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the Securities and Futures Act and the Catalist Rules or any modification thereof and used in this Circular shall have the meaning assigned to it under the Companies Act, the Securities and Futures Act, the Catalist Rules or any modification thereof, as the case may be.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations.

Any discrepancies in the figures included in this Circular between the listed amounts and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures that precede them.

Any reference to a time of a day and date in this Circular is a reference to Singapore time and date unless otherwise stated.

LETTER TO SHAREHOLDERS

JUMBO GROUP LIMITED

(Company Registration Number 201503401Z)
(Incorporated in the Republic of Singapore on 4 February 2015)

Directors:

Mr. Tan Cher Liang (*Independent Chairman*)
Mr. Ang Kiam Meng (*Group CEO and Executive Director*)
Mrs. Christina Kong Chwee Huan (*Group COO and Executive Director*)
Mr. Seah Hai Yang (*Independent Director*)
Dr. Tan Khee Giap (*Independent Director*)
Ms. Sim Yu Juan, Rachel (*Non-Executive Director*)

Registered Office:

4 Kaki Bukit Avenue 1
#03-08
Singapore 417939

9 January 2025

To: The Shareholders of Jumbo Group Limited

Dear Sir/Madam,

- (A) **THE PROPOSED EXTENSION OF, AND AUTHORITY TO ALLOT AND ISSUE SHARES UNDER, THE JUMBO EMPLOYEE SHARE OPTION SCHEME;**
- (B) **THE PROPOSED GRANT OF OPTIONS UNDER THE JUMBO EMPLOYEE SHARE OPTION SCHEME AT A DISCOUNT;**
- (C) **THE PROPOSED EXTENSION OF, AND AUTHORITY TO ALLOT AND ISSUE SHARES UNDER, THE JUMBO PERFORMANCE SHARE PLAN; AND**
- (D) **THE PROPOSED RENEWAL OF THE SHARE BUYBACK MANDATE.**

1. INTRODUCTION

This Circular is issued to Shareholders together with the Annual Report 2024.

The Notice of AGM and a Proxy Form are enclosed with the Annual Report 2024.

The Directors intend to seek Shareholders' approval in relation to the following matters:

- (a) the proposed extension of, and authority to allot and issue Shares under, the Jumbo Employee Share Option Scheme ("**Resolution 9**");
- (b) the proposed grant of Options at a discount under the Jumbo Employee Share Option Scheme ("**Resolution 10**");
- (c) the proposed extension of, and authority to allot and issue Shares under, the Jumbo Performance Share Plan ("**Resolution 11**"); and
- (d) the proposed renewal of the Share Buyback Mandate ("**Resolution 12**"),

(collectively, the "**Proposals**"), at the 2025 AGM.

Shareholders should note that Resolution 10 is conditional upon the passing of Resolution 9. In the event that Resolution 9 is not passed, Resolution 10 will also not be passed. For the avoidance of doubt, Resolutions 11 and 12 are not conditional upon the passing of any other resolution.

LETTER TO SHAREHOLDERS

The purpose of this Circular is to provide Shareholders with the relevant information pertaining to, and to seek approval of Shareholders of, *inter alia*, the Proposals.

The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

1.1. Approvals

The Company will make an application to the SGX-ST, through the Sponsor, for the listing and quotation of the new Shares to be allotted and issued pursuant to the Jumbo Employee Share Option Scheme and/or the Jumbo Performance Share Plan, subject to, *inter alia*, the approval of the relevant Proposals from Shareholders.

The Company will make the necessary announcement(s) on SGXNET upon the receipt of the listing and quotation notice from the SGX-ST.

1.2. Legal Adviser

AEI Legal LLC is the legal adviser to the Company in relation to the Proposals.

2. THE PROPOSED EXTENSION OF, AND AUTHORITY TO ALLOT AND ISSUE SHARES UNDER, THE JUMBO EMPLOYEE SHARE OPTION SCHEME

2.1. Background

The Company had adopted the Share Option Scheme at the EGM held on 19 October 2015 prior to its listing on Catalist.

The Share Option Scheme was adopted for an initial duration of up to a maximum of ten (10) years, provided always that the Share Option Scheme may continue beyond the above stipulated period with the approval of Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required. The initial duration of the Share Option Scheme will expire on 18 October 2025.

2.2. Existing Options under the Share Option Scheme

As at the Latest Practicable Date, there were no Options granted under the Share Option Scheme.

2.3. Proposed Extension and Rationale

The Share Option Scheme, if extended, will continue to provide eligible participants with an opportunity to participate in equity of the Company, so as to motivate them to higher standards of performance through increased dedication and loyalty, and to give recognition to those who have contributed significantly to the growth and performance of the Group.

The Share Option Scheme, which forms an integral and important component of a compensation plan, is designed primarily to reward and retain Employees (including Executive Directors) and Non-Executive Directors (including Independent Directors who are not Executive Directors) whose services are important to the success and continued well-being of the Group. The continued implementation of the Share Option Scheme will allow the Company to recognise the contributions made by such Employees and Non-Executive Directors. At the same time, it will give such Employees and Non-Executive Directors an opportunity to have a direct interest in the Company, as well as achieve the following objectives:

- (a) to motivate each Participant to optimise performance standards and efficiency and to maintain a high level of contribution to the Group;

LETTER TO SHAREHOLDERS

- (b) to retain key Employees whose contributions are important to the long-term growth and profitability of the Group;
- (c) to attract potential employees with relevant skills to contribute to the Group and create value for Shareholders;
- (d) to align the interest of Participants with the interests of Shareholders; and
- (e) to instil loyalty to, and a stronger sense of identification with the long-term growth and profitability of, the Group.

As the Share Option Scheme remains a key part of the Group's compensation arrangements, the Directors propose that the duration of the Share Option Scheme be extended for a period of ten (10) years from 24 January 2025 to 23 January 2035 (both dates inclusive).

The extension of the Share Option Scheme is subject to the approval of Shareholders which is being sought at the 2025 AGM.

2.4. Proposed Alterations

The Rules of the Share Option Scheme (as approved by Shareholders on 19 October 2015, and altered) will continue to apply following the extension of its duration to 23 January 2035.

Principal proposed alterations are set out below:

- (a) The definition of "Act" in Rule 2 is proposed to be amended for alignment and consistency with the updated name of the Companies Act;
- (b) A new definition for the term "Constitution" is proposed to be added to Rule 2 and consequential amendments made, removing references to "Memorandum and Articles of Association of our Company", in line with the updated terminology in the Companies Act;
- (c) The definitions of "Controlling Shareholder" and "Record Date" in Rule 2 are proposed to be amended for alignment and consistency with the corresponding definitions in the Catalist Rules;
- (d) The definitions of "Depositor", "Depository Register" and "Depository Agent" are proposed to be updated to reference Section 81SF of the Securities and Futures Act, instead of Section 130A of the Companies Act, pursuant to the relevant provisions of the Companies (Amendment) Act 2014 of Singapore which took effect on 3 January 2016;
- (e) The language in Rule 4.2 which relates to the approval from independent Shareholders required for the participation in the Share Option Scheme by Controlling Shareholders and their Associates is proposed to be updated for alignment and consistency with the language in Rules 852 and 854 of the Catalist Rules;
- (f) Rule 5.1 currently provides that the aggregate number of Shares over which the Committee may grant Options on any date, when added to the number of Shares issued and issuable and/or transferred or transferable in respect of all Options granted under this Scheme and the number of Shares issued and issuable and/or transferred or transferable in respect of all options or awards granted under any other share option schemes or share schemes of the Company (including the Performance Share Plan), shall not exceed 15.0% of the total number of issued Shares (excluding treasury shares) on the day immediately preceding the Offering Date of the Option. Rule 5.1 is proposed to be altered to specifically exclude subsidiary holdings (in addition to treasury shares), from the total number of issued Shares, when calculating the size limit of the Share Option Scheme;

LETTER TO SHAREHOLDERS

- (g) The language in Rule 6.1 which relates to the period in which no Option shall be granted is proposed to be updated for alignment and consistency with the language in Rule 1204(19)(c) of the Catalyst Rules;
- (h) The language in Rule 11.6 which relates to the rights of Shares which are allotted and transferred upon the exercise of an Option is proposed to be updated for alignment and consistency with the language in Rule 847 of the Catalyst Rules;
- (i) Rule 12 which relates to adjustments to the Shares over which Options may be granted or Shares comprised in an Option to the extent unexercised is proposed to be altered to replace the reference to “capitalisation of profits or reserves” as an adjustment event with a reference to “bonus” in line with the amendments to Rule 849(1) of the Catalyst Rules which took effect on 7 February 2020; and
- (j) Rule 14.3 which relates to the disclosures to be made in the Company’s annual report is proposed to be amended for alignment and consistency with the disclosures in Rule 851 of the Catalyst Rules.

The alterations are to align the Rules of the Share Option Scheme with the current versions of the Companies Act, the Securities and Futures Act, and the Catalyst Rules, and for clarity in interpreting the Rules of the Share Option Scheme and are not for the advantage of Participants of the Share Option Scheme.

The Rules of the Share Option Scheme (as proposed to be extended and altered) are set out in the Annex A of this Circular, with the proposed alterations blacklined for ease of reference.

2.5. Terms of the Share Option Scheme

A summary of the principal terms of the Share Option Scheme is set out as follows, and should be read in conjunction with and is qualified in its entirety by reference to the Rules of the Share Option Scheme in Annex A hereto. Capitalised terms used in this summary which are otherwise not defined in this summary shall have meanings ascribed to them in the Rules of the Share Option Scheme.

2.5.1. Eligibility

The Share Option Scheme allows for participation by Employees (including Executive Directors) and Non-Executive Directors (including Independent Directors) who have attained the age of 21 on or before the Offering Date, provided that such person shall not be an undischarged bankrupt or have entered into a composition with his creditors.

Controlling Shareholders or Associates of Controlling Shareholder(s) who meet the criteria above are eligible to participate in the Share Option Scheme provided that each of (i) their participation; and (ii) the terms of any Option to be granted and the actual number of Shares under the Option to be issued or transferred to them, shall be separately approved by independent Shareholders for each such person in separate resolutions and for each grant of Options. Controlling Shareholders and/or Associates of Controlling Shareholder(s) shall abstain from voting on any resolution in relation to their participation in the Share Option Scheme.

Save as prescribed by the Catalyst Rules, there shall be no restriction on the eligibility of any Participant to participate in any other share option scheme or share scheme, implemented or to be implemented by any company within the Group.

Subject to the Companies Act and any requirement of the SGX-ST and/or any other stock exchange on which the Shares are listed or quoted, the terms of eligibility for participation in the Share Option Scheme may be amended from time to time at the absolute discretion of the Committee.

LETTER TO SHAREHOLDERS

2.5.2. Limitations on the size of the Share Option Scheme

The aggregate number of Shares which the Committee may grant Options on any date, when added to (i) the number of Shares issued and issuable and/or transferred or transferrable in respect of all Options granted under the Share Option Scheme; and (ii) the number of Shares issued and issuable and/or transferred or transferrable in respect of all options granted or awards granted under any other share option schemes or share schemes of the Company (including the Performance Share Plan), shall not exceed 15.0% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day immediately preceding the Offering Date of the Option.

The Company believes that this 15.0% limit gives the Company sufficient flexibility to decide the number of Shares, which Options may be granted on, to offer existing and new employees. The number of eligible Participants is expected to grow over the years. In line with its goals of ensuring sustainable growth, the Company is constantly reviewing its position and considering the expansion of the Company's talent pool, which may involve employing new employees. As a result, the employee base and the number of eligible Participants will increase. The number of Shares offered under the Options granted must also be significant enough to serve as a sufficiently attractive incentive and meaningful reward for an Employee's or Non-Executive Director's contribution to the Group. However, it does not necessarily mean that the Committee will definitely issue and/or transfer Shares up to the prescribed limit. The Committee shall exercise its discretion in deciding the number of Shares to be offered to each Grantee, which will depend on the performance and value of such Grantee to the Group.

2.5.3. Entitlement

The aggregate number of Shares in respect of which Options may be offered to each Grantee shall be determined at the discretion of the Committee, which will take into consideration criteria such as rank, past performance, years of service and potential development and contributions of the Grantee.

The aggregate number of Shares which may be issued and/or transferred in respect of all Options granted under the Share Option Scheme to Controlling Shareholders and Associates of Controlling Shareholder(s) shall not exceed 25.0% of the total number of Shares available under the Share Option Scheme.

The number of Shares which may be issued and/or transferred in respect of all Options granted under the Share Option Scheme to each Controlling Shareholder or Associate shall not exceed 10.0% of the Shares available under the Share Option Scheme.

2.5.4. Grant of Options

Under the Rules of the Share Option Scheme, there are no fixed periods for the grant of Options. As such, the Committee may, at its absolute discretion, grant Options any time during the period when the Share Option Scheme is in force. However, no Option shall be granted during the one (1) month period immediately preceding the date of announcement of the Company's half year and full year financial statements (as the case may be).

In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, the Committee may only grant Options on or after the second Market Day from the date on which the announcement is released.

LETTER TO SHAREHOLDERS

2.5.5. Acceptance of Options

The offer of Options shall be accepted within 30 days from the Offering Date. If not accepted before the end of the 30-day period, offers of Options made to Grantees shall automatically lapse. The Grantee must pay to the Company a nominal consideration of S\$1.00 or such amount as the Committee may decide, upon acceptance of an offer.

2.5.6. Exercise of Options and Exercise Price

The Options granted under the Share Option Scheme may have exercise prices that are, at the Committee's discretion, set at (i) a price equal to the average of the last dealt prices for the Shares on the SGX-ST over five (5) consecutive days on which the Shares are traded on Catalist immediately preceding the Offering Date of that Option ("**Market Price**"); or (ii) a discount to the Market Price (subject to a maximum discount of 20.0%). Options with exercise prices fixed at Market Price may be exercised after the first anniversary of the Offering Date, while Options with exercise prices set at a discount to the Market Price may be exercised after the second anniversary of the Offering Date. All unexercised Options granted under the Share Option Scheme shall expire on the 10th anniversary of the Offering Date.

2.5.7. Lapse of Options

Special provisions in the Rules of the Share Option Scheme deal with the lapse or earlier exercise of Options granted in circumstances which include the termination of the Participant's employment in the Group, bankruptcy of the Participant, the death of the Participant, a take-over of the Company and the winding-up of the Company.

2.5.8. Rights of Shares arising from exercise of the Options

Subject to prevailing legislation, the Company will deliver Shares to Participants upon exercise of their Options by way of (i) an issue of new Shares; (ii) a transfer of existing Shares then held by the Company as treasury shares; or (iii) a combination of (i) and (ii).

In determining whether to issue new Shares to Participants upon exercise of their Options, the Company will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of issuing new Shares or transferring existing Shares.

Shares arising from the exercise of Options shall be subject to all the provisions of the Constitution (including all provisions thereof relating to voting, dividend, transfer and other rights attached to such Shares, including those rights which arise from a liquidation of the Company, in each case to the extent applicable) and shall rank *pari passu* in all respects with the then existing Shares except for any dividends, rights, allotments or other distributions, the Record Date of which is prior to the date such Option is exercised.

2.5.9. Duration of the Share Option Scheme

The Share Option Scheme shall continue in operation for a maximum duration of ten (10) years commencing from (and including) 24 January 2025. However, the Share Option Scheme may continue beyond the period above with the approval of the Shareholders by way of ordinary resolution in general meeting and the relevant authorities.

2.5.10. Abstention from voting

Shareholders who are eligible to participate in the Share Option Scheme are to abstain from voting on any shareholders' resolution relating to the Share Option Scheme and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the proxy form on how the vote is to be cast.

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2.6. Adjustments and modifications to the Share Option Scheme

2.6.1. Adjustments

If a variation in the issued share capital of the Company (whether by way of a bonus or rights issue or reduction, subdivision, consolidation or distribution, or issues for cash or for shares or otherwise than for cash or otherwise howsoever) should take place, then:

- (a) the Exercise Price, class and/or number of Shares comprised in the Option to the extent unexercised and the rights attached thereto; and/or
- (b) the class and/or number of Shares in respect of which additional Options may be granted to Participants,

shall be adjusted in such manner as the Committee may determine to be appropriate including retrospective adjustments where such variation occurs after the date of exercise of an Option but the Record Date relating to such variation precedes such date of exercise and, except in relation to a bonus issue, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable. No such adjustment shall be made if as a result the Participant receives a benefit that a Shareholder does not receive. Furthermore, no such adjustment shall be made unless the Committee, after considering all relevant circumstances considers it equitable to do so.

The issue of securities as consideration for an acquisition of any assets or private placement of securities by the Company, the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on Catalist during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force, and the issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares pursuant to any share option schemes or share schemes of the Company shall not normally be regarded as a circumstance requiring adjustment.

2.6.2. Modifications and alterations

The Share Option Scheme may be modified and/or altered from time to time by a resolution of the Committee, subject to due compliance with the requirements of the Catalist Rules and the requirements of the SGX-ST or any other regulatory authorities as may be necessary.

No alteration shall be made to the Share Option Scheme to the advantage of the Participants, except with the prior approval of Shareholders in a general meeting.

2.7. Administration

The Share Option Scheme will be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board, provided that no member of the Committee shall participate in any deliberation or decision in respect of Options granted or to be granted to him.

2.8. Details of the Financial Effects of the Share Option Scheme

2.8.1. Cost of Options

The Share Option Scheme will increase the Company's issued share capital to the extent of the new Shares that will be issued and allotted pursuant to the exercise of the Options.

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Under Financial Reporting Standard 102, Share-based Payment (“**SFRS(I) 2**”), the fair value of employee services received in exchange for the grant of the Options would be recognised as a charge to the income statement. For equity-settled share-based payment transactions, the total amount to be charged to the income statement over the vesting period is determined by reference to the fair value of each Option granted at the Offering Date and the number of Options vested by the vesting date, with a corresponding credit to the reserve account.

Before the end of the vesting period, at each accounting year end, the estimate of the number of Options that are expected to vest by the vesting date is subject to revision, and the impact of the revision will be recognised in the income statement with a corresponding adjustment to the reserve account. After the vesting date, no adjustment to the charge to the income statement will be made. The proceeds net of any directly attributable transaction costs are credited to share capital when the Options are exercised.

During the vesting period, the EPS would be reduced by both the expenses recognised and the potential Shares to be issued under the Share Option Scheme. When the Options are exercised, the NTA will be increased by the amount of cash received for exercise of the Options. On a per Share basis, the effect of the Company’s NTA is accretive if the Exercise Price is above the NTA per Share but dilutive otherwise.

There will be no cash outlay expended by the Company at the time of grant of such Options as compared to the payment of cash bonuses. However, any Options granted to subscribe for new Shares have a fair value attached to them at the time of grant. The fair value of an Option is the estimated value of the Option on its date of grant and may be derived by applying a variety of valuation techniques or pricing models. Options are granted to Participants at a nominal consideration of S\$1.00. Insofar as such Options are granted at a consideration that is less than their fair value at the time of grant, there will be a cost to the Company in that the Company will receive from the Participant upon the grant of the Option a consideration that is less than the fair value of the Option.

2.8.2. Share capital

The Share Option Scheme will result in an increase in the Company’s issued share capital when new Shares are issued to Participants. The number of new Shares issued will depend on, *inter alia*, the size of the Options granted under the Share Option Scheme. Whether and when the Options granted under the Share Option Scheme will be exercised will depend on the Exercise Price of the Options, when the Options will vest, as well as the prevailing trading price of the Shares. In any case, the Share Option Scheme provides that the number of Shares to be issued or transferred under the Share Option Scheme, when aggregated with the aggregate number of Shares over which options or awards are granted under any other share option schemes or share schemes of the Company (including the Performance Share Plan), will be subject to the maximum limit of 15.0% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the date preceding the grant of an Option from time to time.

However, if instead of issuing new Shares to Participants, existing Shares are purchased for delivery to Participants, the Share Option Scheme will have no impact on the Company’s issued share capital.

2.8.3. NTA

As described in Section 2.8.4 below on EPS, the grant of Options will be recognised as an expense, the amount of which will be computed in accordance with SFRS(I) 2. When new Shares are issued pursuant to the exercise of Options, there would be no effect on the NTA due to the offsetting effect of expenses recognised and the increase in share capital. However, if instead of issuing new Shares to Participants, existing Shares are purchased for delivery to Participants, the NTA would be impacted by the cost of the Shares purchased.

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2.8.4. EPS

The Share Option Scheme is likely to result in a charge to earnings over the vesting period of the Options. New Shares allotted and issued pursuant to any exercise of the Options will have a dilutive impact on the Company's EPS.

2.9. Reporting Requirements

2.9.1. Announcements

Under the Catalist Rules, an immediate announcement must be made on the date of grant of an Option and the announcement must provide details of the grant, including the following:

- (a) date of grant;
- (b) exercise price of the Options granted;
- (c) number of Options granted;
- (d) market price of the Shares on the date of grant;
- (e) number of Options granted to each Director and Controlling Shareholder (and each of their Associates), if any; and
- (f) the validity period of the Options.

2.9.2. Annual Reports

The Company shall in relation to the Share Option Scheme, as required by law, the SGX-ST or other relevant authority, make the following disclosures in its annual report to Shareholders:

- (a) the names of the members of the Committee administering the Share Option Scheme;
- (b) the information required in the table below for the following Participants:
 - (i) Directors;
 - (ii) Participants who are Controlling Shareholders and their Associates; and
 - (iii) Participants, other than those in (i) and (ii) above, who receive 5.0% or more of the total number of Options available under the Share Option Scheme:

Name of Participant	Options granted during financial year under review (including terms)	Aggregate Options granted since commencement of Share Option Scheme to end of financial year under review	Aggregate Options exercised since commencement of the Share Option Scheme to end of financial year under review	Aggregate Options outstanding as at end of financial year under review

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- (c) in respect of Options granted to directors and employees of the parent company and its subsidiaries (if any):
 - (i) the names of and number and terms of Options granted to each director or employee of the parent company and its subsidiaries who receives 5.0% or more of the total number of Options available to all directors and employees of the parent company and its subsidiaries under the Share Option Scheme, during the financial year under review; and
 - (ii) the aggregate number of Options granted to the directors and employees of the parent company and its subsidiaries for the financial year under review, and since the commencement of the Share Option Scheme to the end of the financial year under review;
- (d) the number and proportion of Options granted at a discount during the financial year under review, in respect of every 10.0% discount range, up to the maximum quantum of discount granted; and
- (e) such other information as may be required by the Catalist Rules or the Companies Act.

If any of the requirements in (a) to (e) is not applicable, an appropriate negative statement must be included.

2.10. Rationale for the Participation of Non-Executive Directors (including Independent Directors)

Although Non-Executive Directors are not involved in the day-to-day running of the Group's operations, they play an invaluable role in furthering the business interests of the Group by contributing their experience and expertise. The participation by Non-Executive Directors in the Share Option Scheme will provide the Company a further avenue to acknowledge and recognise their services and contributions to the Group as it may not always be possible to compensate them fully or appropriately by increasing the directors' fees or other forms of cash payment. For instance, Non-Executive Directors may bring strategic or other value to the Company which may be difficult to quantify in monetary terms. The grant of Options to Non- Executive Directors will allow the Company to attract and retain experienced and qualified persons from different professional backgrounds to join the Group as Non-Executive Directors, and to motivate existing Independent Directors to promote the interests of the Group.

In deciding whether to grant Options to Non-Executive Directors, the Committee will take into consideration, among other things, the services and contributions made to the growth, development and success of the Group and the years of service of a particular Non-Executive Director. The Committee may also, where it considers relevant, take into account other factors such as the economic conditions and the Group's performance.

It is envisaged that Options granted, and the corresponding Shares to be delivered on the exercise of such Options based on the criteria set out above will be relatively small, in terms of both frequency and number. Based on this, the Directors are of the view that the participation by Non-Executive Directors in the Share Option Scheme will not compromise the independent status of those who are Independent Directors.

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2.11. Rationale for the Participation of Controlling Shareholders and their Associates

The Company acknowledges that the services and contributions of employees, who are Controlling Shareholders or Associates of Controlling Shareholder(s), are important to the development and success of the Group. The extension of the Share Option Scheme to confirmed employees who are Controlling Shareholders or Associates of Controlling Shareholder(s) allows the Group to have a fair and equitable system to reward employees who have actively contributed to the progress and success of the Group. The participation of Controlling Shareholders and/or Associates of Controlling Shareholder(s) in the Share Option Scheme will serve both as a reward to them for their dedicated services to the Group and a motivation for them to take a long-term view of the Group.

Although Participants who are Controlling Shareholders or Associates of Controlling Shareholder(s) may already have shareholding interests in the Company, the extension of the Share Option Scheme to include them ensures that they are as equally entitled as the other employees of the Group to take part and benefit from this system of remuneration. The Directors are of the view that a person who would otherwise be eligible should not be excluded from participating in the Share Option Scheme solely by reason that he or she is a Controlling Shareholder or an Associate of Controlling Shareholder(s).

The Directors are of the view that there are sufficient safeguards against any abuse of the Share Option Scheme resulting from the participation of employees who are Controlling Shareholders or Associates of Controlling Shareholder(s). The specific approval of independent Shareholders in separate resolutions at a general meeting is required for each of (i) the participation of such persons in the Share Option Scheme; and (ii) the actual number of Shares under the Options and terms of Options granted to Controlling Shareholders or Associates of Controlling Shareholder(s), in respect of each such Participant. For the purposes of obtaining such approval from the independent Shareholders, the Company shall procure that the letter to Shareholders in connection therewith shall set out (a) the justifications for the participation of such Controlling Shareholders or Associates of Controlling Shareholder(s); and (b) the rationale for the terms of the Options to be granted to such Controlling Shareholders or Associates of Controlling Shareholder(s) (including the rationale for any discount to the Market Price, if so proposed).

3. THE PROPOSED GRANT OF OPTIONS AT A DISCOUNT UNDER THE JUMBO EMPLOYEE SHARE OPTION SCHEME

The ability to offer Incentive Options to Participants will operate as a means to recognise the performance of Participants as well as to motivate them to continue to excel while encouraging them to focus more on improving the profitability and return of the Group above a certain level which will benefit all Shareholders when these are eventually reflected through share price appreciation. Incentive Options would be perceived in a more positive light by the Participants, inspiring them to work hard and produce results in order to be offered such Incentive Options, as only employees who have made outstanding contributions to the success and development of the Group would be granted Incentive Options. Further, because Incentive Options are subject to a longer period before which they may be exercised (two (2) years) than those granted at the Market Price (one (1) year), holders of such Incentive Options are encouraged to have a long-term view of the Company, thereby promoting staff and employee retention and reinforcing their commitment to the Company.

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It is envisaged that Incentive Options may be granted principally under the following circumstances:

- (a) Where it is considered more effective to reward and retain talented employees by way of an Incentive Option rather than a Market Price Option. This is to reward outstanding performers who have contributed significantly to the Group's performance and the Incentive Option serves as an additional incentive. Market Price Options may not be attractive and realistic in the event of an overly buoyant market and inflated share prices. Hence, during such period, the ability to offer Incentive Options would allow the Company to grant Options on a more realistic and economically feasible basis. Furthermore, Incentive Options will give an opportunity to employees to realise some tangible benefits even if external events cause the share price to remain largely static.
- (b) Where it is more meaningful for the Company to acknowledge a Participant's achievements through an Incentive Option rather than paying him a cash bonus. For example, Incentive Options may be used to compensate employees and to motivate them during economic downturns when wages (including cash bonuses and annual wage supplements) are frozen or cut, or they could be used to supplement cash rewards in lieu of larger cash bonuses or annual wage supplements. Accordingly, it is possible that merit-based cash bonuses or rewards may be combined with Market Price Options or Incentive Options, as part of eligible employees' compensation packages. The Share Option Scheme will provide employees with an incentive to focus more on improving the profitability of the Group thereby enhancing shareholder value when these are eventually reflected through any price appreciation of Shares after the vesting period.
- (c) Where due to speculative forces and having regard to the historical performance of the Share price, the Market Price of the Shares at the Offering Date may not be reflective of financial performance indicators such as return on equity and/or earnings growth.

The Committee shall have the absolute discretion (i) to grant Incentive Options; (ii) to determine the level of discount (subject to a maximum discount of 20.0% of the Market Price); and (iii) the Grantees to whom Incentive Options shall be offered, provided that where such Grantee is a Controlling Shareholder or his Associate, approval from independent Shareholders for the actual number and terms of Options to be granted to that Grantee shall be obtained in a general meeting by way of separate resolutions for each person.

In deciding the quantum of any discount (subject to the aforesaid limit), the Committee will have regard to the financial and other performance of the Group, the years of service and individual performance of the Participant, the contribution of the Participant to the success and development of the Group and the prevailing market conditions.

Flexibility in determining the quantum of discount would also enable the Committee to tailor the incentives in the grant of Incentive Options to be commensurate with the performance and contribution of each Participant, and to provide incentives for better performance, greater dedication and loyalty of the Participants.

Notwithstanding the above, the Company may also grant Options without any discount to the Market Price. Additionally, the Company may, if it deems fit, impose conditions on the exercise of the Options (whether Market Price Options or Incentive Options), such as restricting the number of Shares for which the Option may be exercised during the initial years that it may be exercised.

The Company believes that the maximum discount of 20.0% to the Market Price of the Shares is sufficient to allow for flexibility under the Jumbo Employee Share Option Scheme while minimising the potential dilutive effect to Shareholders arising therefrom.

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4. THE PROPOSED EXTENSION OF, AND AUTHORITY TO ALLOT AND ISSUE SHARES UNDER, THE JUMBO PERFORMANCE SHARE PLAN

4.1. Background

In addition to the Share Option Scheme, the Company had adopted the Performance Share Plan at the EGM held on 19 October 2015 prior to its listing on Catalist.

The Performance Share Plan was adopted for an initial duration of up to a maximum of ten (10) years, provided always that the Performance Share Plan may continue beyond the above stipulated period with the approval of Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required. The initial duration of the Performance Share Plan will expire on 18 October 2025.

4.2. Existing Awards under the Performance Share Plan

As at the Latest Practicable Date, Awards in respect of an aggregate of 1,166,700 Shares, had been granted to 28 Participants under the Performance Share Plan since its adoption on 19 October 2015, of which:

- (a) 500,000 new Shares have been issued to Participants pursuant to Awards;
- (b) 638,300 existing Shares have been transferred to the Participants pursuant to Awards; and
- (c) 28,400 Shares are comprised in Awards which have lapsed pursuant to the Performance Share Plan.

As at the Latest Practicable Date, there are no outstanding Awards under the Performance Share Plan.

Awards vest upon satisfaction of the performance and/or time-based conditions (if any) prescribed on the date of grant, and subject to the Rules of the Performance Share Plan.

The details of Awards in respect of an aggregate of 552,700 Shares that have been granted to Participants who are, or were at the time of the grant, Directors, Controlling Shareholders or their Associates, as at the Latest Practicable Date are set out below:

- (i) 500,000 new Shares have been allotted and issued to Mr. Ang Kiam Meng pursuant to Awards which were granted to him on 23 February 2017;
- (ii) 39,700 existing Shares have been transferred to Ms. Wendy Ang Chui Yong pursuant to Awards which were granted to her on 18 February 2019; and
- (iii) 13,000 existing Shares have been transferred to Mr. Ang Kiam Lian pursuant to Awards which were granted to him on 18 February 2019.

Save as disclosed above, no other Awards have been granted to persons who are or were at the time of the grant Controlling Shareholders or their Associates, and no other Participant has been granted Awards in respect of 5.0% or more of the total number of Shares available under the Performance Share Plan.

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4.3. Proposed Extension and Rationale

The Performance Share Plan is a performance incentive scheme. Unlike the Share Option Scheme where Participants are required to pay for the exercise of the Options, the Performance Share Plan allows the Group to provide incentives for Participants to achieve certain specific performance targets by awarding fully paid Shares to Participants after these targets have been met. The Company believes that the Performance Share Plan will be more effective than pure cash bonuses in motivating the Participants to work towards the pre-determined goals.

The Performance Share Plan, if extended, will continue to provide the Company greater flexibility to reward, retain and motivate eligible Participants to achieve increased performance and further strengthen the Company's competitiveness in attracting and retaining superior talent.

In addition, the Performance Share Plan will also help to achieve the following objectives:

- (a) foster a culture of ownership within the Group which aligns the interests of Executives with the interests of Shareholders;
- (b) motivate Participants to achieve key financial and operational goals of the Group and/or their respective business units; and
- (c) make total employee remuneration sufficiently competitive to recruit and retain staff whose contributions are important to the long-term growth and profitability of the Group.

The Company further believes that the Performance Share Plan will complement the Share Option Scheme and serve as an additional and flexible incentive tool for the Group. With both schemes, the Company will be able to tailor share-based incentives according to the objectives to be achieved by combining Awards under the Performance Share Plan with the grant of Options under the Share Option Scheme. In addition, it will allow the Company greater flexibility to align the interests of the employees, especially key executives, with the interests of Shareholders.

As the Performance Share Plan remains a key part of the Group's compensation arrangements, the Directors propose that the duration of the Performance Share Plan be extended for a period of ten (10) years from 24 January 2025 to 23 January 2035 (both dates inclusive).

The extension of the Performance Share Plan is subject to the approval of Shareholders which is being sought at the 2025 AGM.

4.4. Proposed Alterations

The Rules of the Performance Share Plan (as approved by Shareholders on 19 October 2015, and altered) will continue to apply following the extension of its duration to 23 January 2035.

Principal proposed alterations are set out below:

- (a) The definition of "Act" in Rule 2 is proposed to be amended for alignment and consistency with the updated name of the Companies Act;
- (b) A new definition for the term "Constitution" is proposed to be added to Rule 2 and consequential amendments made, removing references to "Articles" and "Memorandum and Articles of Association of our Company", in line with the updated terminology in the Companies Act;
- (c) The definitions of "Controlling Shareholder" and "Record Date" in Rule 2 are proposed to be amended for alignment and consistency with the corresponding definitions in the Catalist Rules;

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- (d) The definitions of “Depositor”, “Depository Register” and “Depository Agent” are proposed to be updated to reference Section 81SF of the Securities and Futures Act, instead of Section 130A of the Companies Act, pursuant to the relevant provisions of the Companies (Amendment) Act 2014 of Singapore which took effect on 3 January 2016;
- (e) The language in Rule 4.2 which relates to the approval from independent Shareholders required for the participation in the Performance Share Plan by Controlling Shareholders and their Associates is proposed to be updated for alignment and consistency with the language in Rules 852 and 854 of the Catalist Rules;
- (f) The language in Rule 7.3 which relates to the rights of Shares which are allotted and transferred on the Release of an Award is proposed to be updated for alignment and consistency with the language in Rule 847 of the Catalist Rules;
- (g) Rule 8.1 currently provides that the aggregate number of Shares which may be issued or transferred pursuant to Awards granted under the Performance Share Plan, when added to the number of Shares issued or issuable and/or transferred or transferable in respect of all Awards granted under the Performance Share Plan and the number of Shares issued or issuable and/or transferred or transferable in respect of all options or awards granted under any other share option schemes or share schemes of the Company (including the Share Option Scheme), shall not exceed 15.0% of the total number of issued Shares (excluding treasury shares) on the day immediately preceding such grant of Awards. Rule 8.1 is proposed to be altered to specifically exclude subsidiary holdings (in addition to treasury shares), from the total number of issued Shares, when calculating the size limit of the Performance Share Plan;
- (h) Rule 9.1 which relates to adjustments to the Shares over which Awards may be granted or Shares comprised in an Award to the extent not yet Vested is proposed to be altered to replace the reference to “capitalisation of profits or reserves” as an adjustment event with a reference to “bonus” in line with the amendments to Rule 849(1) of the Catalist Rules which took effect on 7 February 2020; and
- (i) Rule 11.3 which relates to the disclosures to be made in the Company’s annual report is proposed to be amended for alignment and consistency with the disclosures in Rule 851 of the Catalist Rules.

The alterations are to align the Rules of the Performance Share Plan with the current versions of the Companies Act, the Securities and Futures Act, and the Catalist Rules, and for clarity in interpreting the Rules of the Performance Share Plan and are not for the advantage of Participants of the Performance Share Plan.

The Rules of the Performance Share Plan (as proposed to be extended and altered) are set out in the Annex B of this Circular, with the proposed alterations blacklined for ease of reference.

4.5. Terms of the Performance Share Plan

A summary of the principal terms of the Performance Share Plan is set out as follows, and should be read in conjunction with and is qualified in its entirety by reference to the Rules of the Performance Share Plan in Annex B hereto. Capitalised terms used in this summary which are otherwise not defined in this summary shall have meanings ascribed to them in the Rules of the Performance Share Plan.

4.5.1. Eligibility

The Performance Share Plan allows for participation by Executives (including Executive Directors), who hold such rank as may be designated by the Committee from time to time, who have attained the age of 21 on or before the Award Date, provided that such persons shall not be undischarged bankrupts or have entered into a composition with his creditors.

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Controlling Shareholders or Associates of Controlling Shareholder(s) who meet the criteria above are eligible to participate in the Performance Share Plan provided that each of (i) their participation; and (ii) the terms of any Awards to be granted and the actual number of Shares comprised in the Award to be issued or transferred to them, shall be separately approved by independent Shareholders for each such person in separate resolutions and for each grant of Awards. Controlling Shareholders and/or Associates of Controlling Shareholder(s) shall abstain from voting on any resolution in relation to their participation in the Performance Share Plan.

The aggregate number of Shares for which Awards may be granted under the Performance Share Plan to Controlling Shareholders and Associates of Controlling Shareholder(s) shall not exceed 25.0% of the total number of Shares available under the Performance Share Plan. The number of Shares over which an Award may be granted under the Performance Share Plan to each Controlling Shareholder or an Associate of Controlling Shareholder(s) shall not exceed 10.0% of the Shares available under the Performance Share Plan.

Save as prescribed by the Catalist Rules, there shall be no restriction on the eligibility of any Participant to participate in any other share option scheme or share scheme, implemented or to be implemented by any company within the Group.

Subject to the Companies Act and any requirement of the SGX-ST and/or any other stock exchange on which the Shares are listed or quoted, the terms of eligibility for participation in the Performance Share Plan may be amended from time to time at the absolute discretion of the Committee.

4.5.2. Limitations on the size of the Performance Share Plan

The aggregate number of Shares comprised in Awards which the Committee may grant on any date, when added to (i) the number of Shares issued and issuable and/or transferred or transferrable in respect of all Awards granted under the Performance Share Plan; and (ii) the number of Shares issued and issuable and/or transferred or transferrable in respect of all options granted or awards granted under any other share option schemes or share schemes of the Company (including the Share Option Scheme), shall not exceed 15.0% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day immediately preceding the Award Date.

The Company believes that this 15.0% limit gives the Company sufficient flexibility to decide the number of Shares to offer under the Performance Share Plan. However, it does not necessarily mean that the Committee will definitely issue and/or transfer Shares up to the prescribed limit. The Committee shall exercise its discretion in deciding the number of Shares to be awarded to each Participant, which will depend on the performance and value of such Participant to the Group.

4.5.3. Awards

Awards represent the right of a Participant to receive fully-paid Shares free-of-charge, provided that certain prescribed performance targets (if any) are met and upon expiry of the prescribed performance period.

Shares which are allotted and issued or transferred to a Participant pursuant to the Vesting of an Award shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, during a specified period (as prescribed by the Committee in the Award Letter), except to the extent approved by the Committee.

The Committee may, in its absolute discretion, make a Release of an Award, wholly or partly, in the form of cash rather than Shares.

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4.5.4. Participants

The selection of a Participant and the number of Shares (which are the subject of each Award) to be granted to a Participant in accordance with the Performance Share Plan shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as his rank, job performance and potential for future development, his contribution to the success and development of the Group, and the extent of effort with which the Performance Condition may be achieved within the Performance Period.

4.5.5. Details of Awards

The Committee shall decide in relation to an Award:

- (a) the Participant;
- (b) the Award Date;
- (c) the Performance Period;
- (d) the number of Shares which are the subject of the Award;
- (e) the Performance Condition;
- (f) the Release Schedule; and
- (g) any other condition(s) which the Committee may determine in relation to that Award.

4.5.6. Timing

Awards may be granted at any time in the course of a financial year. An Award Letter confirming the Award and specifying, *inter alia*, the Award Date, the Performance Period, the number of Shares which are the subject of the Award, the Performance Condition(s) and the Release Schedule setting out the extent to which Shares will be released on satisfaction of the prescribed performance target(s), will be sent to each Participant as soon as is reasonably practicable after the granting of an Award.

4.5.7. Events prior to Vesting

Special provisions for the vesting and lapsing of Awards apply in certain circumstances including the following:

- (a) misconduct on the part of a Participant as determined by the Committee at its absolute discretion;
- (b) upon the Participant ceasing to be in the employment of the Group for any reason whatsoever (other than as specified in paragraph (e) below);
- (c) an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency;
- (d) the bankruptcy of a Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of the Award;

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- (e) the Participant ceases to be in the employment of the Group by reason of:
 - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (ii) redundancy;
 - (iii) retirement at or after the legal retirement age;
 - (iv) retirement before the legal retirement age with the consent of the Committee;
 - (v) the company by which he is employed or to which he is seconded, as the case may be, ceasing to be a company within the Group or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group;
 - (vi) (where applicable) his transfer of employment between companies within the Group; or
 - (vii) his transfer to any government ministry, governmental or statutory body or corporation at the direction of any company within the Group;
- (f) the death of a Participant;
- (g) any other event approved by the Committee;
- (h) a take-over offer for the Shares becomes or is declared unconditional;
- (i) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies being approved by Shareholders and/or sanctioned by the court under the Companies Act; or
- (j) an order being made or a resolution being passed for the winding up of the Company (other than as provided in paragraph (c) above or for amalgamation or reconstruction).

Upon the occurrence of any of the events specified in paragraphs (a), (b) and (c), an Award then held by a Participant shall, subject as provided in the Rules of the Performance Share Plan and to the extent not yet Released, immediately lapse without any claim whatsoever against the Company arising therefrom.

Upon the occurrence of any of the events specified in paragraphs (d), (e), (f) or (g) above, the Committee may, at its absolute discretion, decide either to Vest some or all of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the relevant Performance Period. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the applicable Performance Conditions have been satisfied.

Upon the occurrence of any of the events specified in paragraphs (h), (i) or (j) above, the Committee will consider, at its absolute discretion, whether or not to Release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to Release any Award, then in determining the number of Shares to be vested in respect of such Award, the Committee will have regard to the proportion of the Performance Period which has lapsed and the extent to which the applicable Performance Conditions have been satisfied.

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4.5.8. Operation of the Performance Share Plan

No minimum vesting periods are prescribed under the Performance Share Plan and the length of the vesting period in respect of each Award will be determined by the Committee on a case-by-case basis.

Subject to the prevailing legislation and the Catalyst Rules, the Company may deliver Shares to Participants upon Vesting of their Awards by way of an issue of new Shares deemed to be fully paid upon their allotment and issuance and/or by way of the transfer of existing Shares.

In determining whether to issue new Shares to Participants upon the Vesting of their Awards, the Company will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of issuing new Shares or purchasing existing Shares.

New Shares allotted and issued, and existing Shares procured by the Company for transfer, on the Release of an Award, shall be subject to all the provisions of the Constitution (including all provisions thereof relating to voting, dividend, transfer and other rights attached to such Shares, including those rights which arise from a liquidation of the Company, in each case to the extent applicable) and rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with the then existing Shares in issue.

Additionally, the Company has the flexibility, and if circumstances require, to approve the Release of an Award, wholly or partly, in the form of cash rather than Shares. In determining whether to Release an Award, wholly or partly, in the form of cash rather than Shares, the Company will take into account factors such as (but not limited to) the cost to the Company of Releasing an Award, wholly or partly, in the form of cash rather than Shares.

The Committee shall have the discretion to determine whether the Performance Condition has been satisfied (whether fully or partially) or exceeded; and in making any such determination, the Committee shall have the right to make reference to the audited results of the Group to take into account such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, the right to amend the performance target(s) if the Committee decides that a changed performance target would be a fairer measure of performance.

4.5.9. Duration of the Performance Share Plan

The Performance Share Plan shall continue in operation for a maximum duration of ten (10) years commencing from (and including) 24 January 2025. However, the Performance Share Plan may continue beyond the period above with the approval of the Shareholders by way of ordinary resolution in general meeting and the relevant authorities.

4.5.10. Abstention from voting

Shareholders who are eligible to participate in the Performance Share Plan are to abstain from voting on any shareholders' resolution relating to the Performance Share Plan and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the proxy form on how the vote is to be cast.

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4.6. Adjustments and alterations under the Performance Share Plan

4.6.1. Adjustments

If a variation in the issued share capital of the Company (whether by way of a bonus or rights issue or reduction, subdivision, consolidation or distribution, or issues for cash or for shares or otherwise than for cash or otherwise howsoever) should take place, then:

- (a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested;
- (b) the class and/or number of Shares which are the subject of future Awards which may be granted to Participants; and/or
- (c) the maximum number of Shares which may be issued pursuant to Awards granted under the Performance Share Plan,

shall be adjusted in such manner as the Committee may determine to be appropriate or equitable including retrospective adjustments where such variation occurs after the Vesting of an Award but the Record Date relating to such variation precedes such date of Vesting and, except in relation to a bonus issue, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable. Notwithstanding the Rules of the Performance Share Plan, no adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive, or if the Committee, after considering all relevant circumstances, does not consider it equitable to do so.

The issue of securities as consideration for an acquisition of any assets or private placement of securities by the Company, the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on Catalist during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force, and the issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares pursuant to any share option schemes or share schemes of the Company shall not normally be regarded as a circumstance requiring adjustment.

4.6.2. Modifications and alterations

The Performance Share Plan may be modified and/or altered from time to time by a resolution of the Committee, subject to due compliance with the requirements of the Catalist Rules and the requirements of the SGX-ST or any other regulatory authorities as may be necessary.

No alteration shall be made to the Performance Share Plan to the advantage of the Participants, except with the prior approval of Shareholders in a general meeting.

4.7. Administration

The Committee responsible for the administration of the Performance Share Plan will comprise such Directors duly authorised and appointed by the Board of Directors to administer the Performance Share Plan, provided that no member of the Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him.

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4.8. Details of the Financial Effects of the Performance Share Plan

4.8.1. Cost of Awards

Under SFRS(I) 2, Share-based Payment, Participants will receive Shares and the Awards would be accounted for as equity-settled share-based transactions, as described in the following paragraphs.

The fair value of employee services received in exchange for the grant of the Awards will be recognised as a charge to the income statement over the period between the Award Date and the Vesting Date. The total amount of the charge over the Vesting period is determined by reference to the fair value of each Award granted at the Award Date and the number of Shares Vested at the Vesting Date, with a corresponding credit to the reserve account. Before the end of the Vesting period, at each accounting year end, the estimate of the number of Awards that are expected to Vest by the Vesting Date is subject to revision, and the impact of the revised estimate will be recognised in the income statement with a corresponding adjustment to the reserve account. After the Vesting Date, no adjustment to the charge to the income statement will be made.

This accounting treatment has been referred to as the “modified grant date method” because the number of Shares included in the determination of the expense relating to employee services is adjusted to reflect the actual number of Shares that eventually Vest but no adjustment is made to changes in the fair value of the Shares since the grant date.

The amount charged to the income statement would be the same whether the Company settles the Awards by issuing new Shares or by purchasing existing Shares. The amount of the charge to the income statement also depends on whether or not the performance target attached to an Award is measured by reference to the market price of the Shares. This is known as a market condition. If the performance target is a market condition, the probability of the performance target being met is taken into account in estimating the fair value of the Award granted at the grant date, and no adjustments to the amounts charged to the income statement are made if the market condition is not met. However, if the performance target is not a market condition, the fair value per Share of the Awards granted at the grant date is used to compute the amount to be charged to the income statement at each accounting date, based on an assessment at that date of whether the non-market conditions would be met to enable the Awards to Vest. Thus, where the Vesting conditions do not include a market condition, there would be no charge to the income statement if the Awards do not ultimately Vest.

In the event that the Participants receive cash, the Company shall measure the fair value of the liability at Award date. Until the liability is settled, the Company shall re-measure the fair value of the liability at each accounting date and at the date of settlement, with changes in the fair value recognised in the income statement.

4.8.2. Share capital

The Performance Share Plan will result in an increase in the Company’s issued Shares where new Shares are issued to Participants. The number of new Shares issued will depend on, *inter alia*, the size of the Awards granted under the Performance Share Plan. In any case, the Performance Share Plan provides that the aggregate number of Shares which may be issued or transferred pursuant to Awards granted under the Performance Share Plan, when added to (i) the number of Shares issued and issuable and/or transferred or transferable in respect of all Awards granted thereunder; and (ii) all Shares issued and issuable and/or transferred or transferable in respect of all options granted or awards granted under any other share incentive schemes or share plans adopted by the Company for the time being in force, including the Options granted under the Share Option Scheme, shall not exceed 15.0% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day preceding the relevant date of the Award.

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However, if instead of issuing new Shares to Participants, existing Shares are purchased for delivery to Participants, the Performance Share Plan will have no impact on the Company's issued share capital.

4.8.3. NTA

As described in Section 4.8.4 below on EPS, the Performance Share Plan is likely to result in a charge to the Company's income statement over the Vesting period. The amount of the charge will be computed in accordance with SFRS(I) 2, Share-based Payment.

When new Shares are issued under the Performance Share Plan, there would be no effect on the NTA. However, if instead of issuing new Shares to Participants, existing Shares are purchased for delivery to Participants, or the Company pays the equivalent cash value, the NTA would be impacted by the cost of the Shares purchased or the cash payment, respectively.

4.8.4. EPS

The Performance Share Plan is likely to result in a charge to earnings over the Vesting period, computed in accordance with SFRS(I) 2, Share-based Payment.

It should again be noted that the delivery of Shares to Participants of the Performance Share Plan will generally be contingent upon the Participants meeting the prescribed performance targets and conditions.

4.9. Reporting Requirements

4.9.1. Announcements

Under the Catalist Rules, an immediate announcement must be made on the date of grant of an Award and the announcement must provide details of the grant, including the following:

- (a) date of grant;
- (b) number of Shares comprised in the Awards granted;
- (c) market price of the Shares comprised in the Awards on the date of grant;
- (d) number of Shares granted to each Director and Controlling Shareholder (and each of their Associates) under the Awards, if any; and
- (e) the Vesting period of the Awards.

4.9.2. Annual Reports

The Company shall in relation to the Performance Share Plan, as required by law, the SGX-ST or other relevant authority, make the following disclosures in its annual report to Shareholders:

- (a) the names of the members of the Committee administering the Performance Share Plan;
- (b) the information required in the table below for the following Participants:
 - (i) Directors;
 - (ii) Participants who are Controlling Shareholders and their Associates; and

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- (iii) Participants, other than those in (i) and (ii) above, who receive 5.0% or more of the total number of Awards available under Performance Share Plan:

Name of Participant	Aggregate number of Shares comprised in Awards granted during financial year under review (including terms)	Aggregate number of Shares comprised in Awards granted since commencement of Performance Share Plan to end of financial year under review	Aggregate number of Shares comprised in Awards which have been issued and/or transferred pursuant to the Vesting of Awards since commencement of Performance Share Plan to end of financial year under review	Aggregate number of Shares comprised in Awards which have not been Released as at the end of financial year under review

- (c) in respect of Awards granted to directors and employees of the parent company and its subsidiaries (if any):
- (i) the names of and number and terms of Awards granted to each director or employee of the parent company and its subsidiaries who receives 5.0% or more of the total number of Awards available to all directors and employees of the parent company and its subsidiaries under the Performance Share Plan, during the financial year under review; and
 - (ii) the aggregate number of Awards granted to the directors and employees of the parent company and its subsidiaries for the financial year under review, and since the commencement of the Performance Share Plan to the end of the financial year under review; and
- (d) such other information as may be required by the Catalist Rules or the Companies Act.

If any of the requirements in (a), (b), (c) and/or (d) is not applicable, an appropriate negative statement must be included.

4.10. Rationale for the Participation of Controlling Shareholders and their Associates

The Company acknowledges that the services and contributions of employees, who are Controlling Shareholders or Associates of Controlling Shareholder(s), are important to the development and success of the Group. The extension of the Performance Share Plan to confirmed employees who are Controlling Shareholders or Associates of Controlling Shareholder(s) allows the Group to have a fair and equitable system to reward employees who have actively contributed to the progress and success of the Group. The participation of Controlling Shareholders and/or Associates of Controlling Shareholder(s) in the Performance Share Plan will serve both as a reward to them for their dedicated services to the Group and a motivation for them to take a long-term view of the Group.

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Although Participants who are Controlling Shareholders or Associates of Controlling Shareholder(s) may already have shareholding interests in the Company, the extension of the Performance Share Plan to include them ensures that they are as equally entitled as the other employees of the Group to take part and benefit from this system of remuneration. The Directors are of the view that a person who would otherwise be eligible should not be excluded from participating in the Performance Share Plan solely by reason that he or she is a Controlling Shareholder or an Associate of Controlling Shareholder(s).

The Directors are of the view that there are sufficient safeguards against any abuse of the Performance Share Plan resulting from the participation of employees who are Controlling Shareholders or Associates of Controlling Shareholder(s). The specific approval of independent Shareholders in separate resolutions at a general meeting is required for each of (i) the participation of such persons in the Performance Share Plan; and (ii) the actual number of Shares comprised in the Awards and terms of Awards granted to Controlling Shareholders or Associates of Controlling Shareholder(s), in respect of each such Participant. For the purposes of obtaining such approval from the independent Shareholders, the Company shall procure that the letter to Shareholders in connection therewith shall set out (a) the justifications for the participation of such Controlling Shareholders or Associates of Controlling Shareholder(s); and (b) the rationale for the terms of the Awards to be granted to such Controlling Shareholders or Associates of Controlling Shareholder(s).

5. THE PROPOSED RENEWAL OF THE SHARE BUYBACK MANDATE

5.1. Background

The Companies Act allows a Singapore-incorporated company to purchase or otherwise acquire its issued ordinary shares, stocks and preference shares if the purchase or acquisition is permitted under the company's constitution. Any purchase or acquisition of Shares by the Company must be made in accordance with, and in the manner prescribed by the Companies Act, the Constitution and such other laws and regulations as may, for the time being, be applicable. As the Company is listed on Catalist, it is also required to comply with Part XI of Chapter 8 of the Catalist Rules, which relates to the purchase or acquisition by an issuer of its own shares. Regulation 11(B) of the Constitution expressly permits the Company to purchase or otherwise acquire its issued Shares.

It is a requirement under the Companies Act and the Catalist Rules for a company that wishes to purchase or otherwise acquire its own shares to obtain the approval of its shareholders. At the EGM of the Company held on 26 January 2017, Shareholders had approved the Share Buyback Mandate to enable the Company to purchase or otherwise acquire the Shares. The Share Buyback Mandate was last renewed at the AGM of the Company held on 19 January 2024 (the "**2024 Mandate**"). The validity period of the 2024 Mandate will expire at the 2025 AGM. Accordingly, the purpose of this Circular is to provide Shareholders with the relevant information pertaining to, and to seek Shareholders' approval at the 2025 AGM for, the proposed renewal of the Share Buyback Mandate.

If approved by Shareholders at the 2025 AGM, the Share Buyback Mandate will take effect from the date of the 2025 AGM and continue to be in force until the date of the next AGM or such date as the next AGM is required by law to be held, whichever is earlier, unless prior thereto, Share Buybacks have been carried out to the full extent mandated or the Share Buyback Mandate is revoked or varied by Shareholders in a general meeting.

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5.2. Rationale

The Share Buyback Mandate would give the Company the flexibility to undertake Share Buybacks at any time, subject to market conditions, during the period when the Share Buyback Mandate is in force.

The Directors are of the view that Share Buybacks, conducted at appropriate price levels, may enhance the return on equity of the Company and increase Shareholders' value. Share Buybacks are a cost-efficient and effective method of returning to Shareholders surplus cash over and above the Group's ordinary capital requirements, and provide the Directors greater flexibility over the management of the Company's capital structure, dividend payout and cash reserves.

The Share Buybacks may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the EPS and/or the NTA per Share of the Company and the Group, and will only be made when the Directors believe that such Share Buybacks would benefit the Company and its Shareholders. The Share Buybacks may also help the Company to reduce the dilution impact arising from any grant of Options pursuant to the Jumbo Employee Share Option Scheme or grant of Awards pursuant to the Jumbo Performance Share Plan by issuance of treasury shares instead of new Shares.

Pursuant to the Companies Act, Shares purchased or otherwise acquired pursuant to the Share Buyback Mandate may be held or dealt with as treasury shares.

The Directors do not propose to carry out Share Buybacks to an extent that would, or in circumstances that may, result in a material adverse effect on the free float, liquidity and/or the orderly trading of the Shares and/or the financial position of the Group, taking into account the capital expenditure and the working capital requirements of the Group or the gearing levels, which in the opinion of the Directors, are from time to time appropriate for the Group.

5.3. Terms of the Share Buyback Mandate

The authority to make and limitations placed on purchases or acquisitions of Shares by the Company under the Share Buyback Mandate, if approved at the 2025 AGM, are summarised below:

5.3.1. Maximum number of Shares

Only Shares which are issued and fully paid-up may be purchased or acquired by the Company.

The total number of Shares that may be purchased or acquired by the Company is limited to that number of Shares representing not more than 10.0% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at the date of the 2025 AGM at which the Share Buyback Mandate is approved (the "**Approval Date**") (unless the Company has effected a reduction of its share capital in accordance with the applicable provisions of the Companies Act, at any time, during the Relevant Period, in which event the total number of issued Shares shall be taken to be the total number of issued Shares as altered, excluding any treasury shares and subsidiary holdings, that may be held by the Company from time to time) (the "**Prescribed Limit**"). Shares which are held as treasury shares as at the Approval Date will be disregarded for purposes of computing the 10.0% limit.

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For illustrative purposes only, based on the Company's 613,682,743 Shares in issue as at the Latest Practicable Date (out of which 11,448,700 Shares were held in treasury) and assuming that there will be no changes in the number of Shares on or prior to the Approval Date, not more than 60,223,404 Shares (representing 10.0% of the Shares in issue as at that date and excluding the 11,448,700 Shares held in treasury) may be purchased or acquired by the Company pursuant to the Share Buyback Mandate.

While the Share Buyback Mandate would authorise a purchase or acquisition of Shares up to the 10.0% limit, Shareholders should note that purchases or acquisitions of Shares pursuant to the Share Buyback Mandate may not be carried out up to the full 10.0% limit as authorised. In particular, the Board will not effect the Share Buybacks to be made in circumstances which would have a material adverse effect on the free float, liquidity, orderly trading of the Shares and/or financial position of the Group.

5.3.2. Duration of authority

Purchases or acquisitions of Shares may be made at any time and from time to time, on and from the Approval Date, up to the earliest of:

- (a) the date on which the next AGM is held or required by law to be held;
- (b) the date on which Share Buybacks have been carried out to the full extent mandated under the Share Buyback Mandate; or
- (c) the date on which the authority contained in the Share Buyback Mandate is varied or revoked by Shareholders in a general meeting,

(the "**Relevant Period**").

The Share Buyback Mandate may be renewed at each subsequent AGM or other general meetings of the Company.

5.3.3. Manner of purchases or acquisitions of Shares

Purchases or acquisitions of Shares under the Share Buyback Mandate may be made by way of:

- (a) on-market purchases, transacted on the SGX-ST through the SGX-ST's trading system or, as the case may be, any other securities exchange on which the Shares may, for the time being, be listed (the "**Market Purchase**"); and/or
- (b) off-market purchases (if effected otherwise than on the SGX-ST) in accordance with an equal access scheme(s) which shall satisfy all the conditions prescribed by the Companies Act and the Catalist Rules (the "**Off-Market Purchase**"), as may be determined or formulated by the Directors as they may consider fit.

Under the Companies Act, an equal access scheme must satisfy all of the following conditions:

- (a) offers for the purchase or acquisition of issued Shares shall be made to every person who holds Shares to purchase or acquire the same percentage of their Shares;
- (b) all of those persons shall be given a reasonable opportunity to accept the offers made to them; and

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- (c) the terms of all the offers are the same, except that there shall be disregarded:
 - (i) differences in consideration attributable to the fact that offers relate to Shares with different accrued dividend entitlements;
 - (ii) differences in consideration attributable to the fact that the offers relate to Shares with different amounts remaining unpaid; and
 - (iii) differences in the offers introduced solely to ensure that each member is left with a whole number of Shares.

In addition, the Catalist Rules provide that, in making an Off-Market Purchase, the Company must issue an offer document to all Shareholders which must contain at least the following information:

- (a) the terms and conditions of the offer;
- (b) the period and procedures for acceptances;
- (c) the reasons for the proposed Share Buyback;
- (d) the consequences, if any, of Share Buybacks that will arise under the Take-over Code or other applicable take-over rules;
- (e) whether the Share Buyback, if made, could affect the listing of the Shares on Catalist;
- (f) details of any Share Buyback made by the Company in the previous 12 months (whether Market Purchases or Off-Market Purchases in accordance with an equal access scheme), giving the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for the purchases, where relevant, and the total consideration paid for the Share Buyback; and
- (g) whether the Shares purchased by the Company will be cancelled or kept as treasury shares.

5.3.4. Maximum purchase price

The purchase price (excluding brokerage, stamp duties, applicable goods and services tax and other related expenses) to be paid for the Shares will be determined by the Directors, subject to compliance with the Catalist Rules. However, the purchase price to be paid for a Share as determined by the Directors must not exceed:

- (a) in the case of a Market Purchase, 105.0% of the Average Closing Price (as defined hereinafter); and
- (b) in the case of an Off-Market Purchase pursuant to an equal access scheme, 120.0% of the Average Closing Price,

(the “**Maximum Price**”) in either case, excluding related expenses of the Share Buybacks.

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For the above purposes of determining the Maximum Price:

“**Average Closing Price**” means the average of the closing market prices of the Shares over the last five (5) Market Days on which the Shares are transacted on Catalist or, as the case may be, such securities exchange on which the Shares are listed or quoted, immediately preceding the date of the Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted, in accordance with the Catalist Rules, for any corporate action that occurs after the relevant 5-day period; and

“**date of the making of the offer**” means the date on which the Company makes an offer for the Share Buybacks from Shareholders, stating therein the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

5.4. Status of Purchased Shares under the Share Buyback Mandate

A Share purchased or acquired by the Company is deemed cancelled immediately on purchase or acquisition (and all rights and privileges attached to the Share will expire on such cancellation) unless such Share is held by the Company as a treasury share in accordance with the Companies Act. Accordingly, the total number of Shares will be diminished by the number of Shares purchased or acquired by the Company and which are not held as treasury shares.

At the time of each Share Buyback, the Directors will decide whether the Shares purchased or acquired will be cancelled or kept as treasury shares, or partly cancelled and partly kept as treasury shares, taking into consideration the then prevailing circumstances and requirements of the Company at the relevant time.

5.5. Treasury Shares

Under Section 76H of the Companies Act, Shares purchased or acquired by the Company may be held or dealt with as treasury shares. Some of the provisions on treasury shares under the Companies Act are summarised below:

5.5.1. Maximum holdings

The aggregate number of Shares held as treasury shares cannot at any time exceed 10.0% of the total number of Shares.

In the event that the number of treasury shares held by the Company exceeds 10.0% of the total number of Shares at any time, the Company shall dispose of or cancel such excess treasury shares within six (6) months of the day on which such contravention occurs, or such further period as the Registrar of Companies may allow.

5.5.2. Voting and other rights

The Company cannot exercise any right in respect of treasury shares. In particular, the Company cannot exercise any right to attend or vote at meetings and for the purposes of the Companies Act, the Company shall be treated as having no right to vote and the treasury shares shall be treated as having no voting rights.

In addition, no dividend may be paid, and no other distribution of the Company's assets may be made, to the Company in respect of treasury shares. However, the allotment of Shares as fully paid bonus shares in respect of treasury shares is allowed. Furthermore, a subdivision or consolidation of any treasury share into treasury shares of a greater or smaller number is allowed, if the total value of the treasury shares after the subdivision or consolidation is the same as the total value of the treasury shares before the subdivision or consolidation, as the case may be.

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5.5.3. Disposal and cancellation

Where Shares are held as treasury shares, the Company may at any time:

- (a) sell the treasury shares for cash;
- (b) transfer the treasury shares for the purposes of or pursuant to any share scheme, whether for its employees, Directors or other persons;
- (c) transfer the treasury shares as consideration for the acquisition of shares in or assets of another company or assets of a person;
- (d) cancel the treasury shares; or
- (e) sell, transfer or otherwise use the treasury shares for such other purposes the Minister for Finance may by order prescribe.

In addition, pursuant to Rule 704(31) of the Catalist Rules, the Company must immediately announce any sale, transfer, cancellation and/or use of treasury shares, stating the following:

- (i) date of the sale, transfer, cancellation and/or use;
- (ii) purpose of such sale, transfer, cancellation and/or use;
- (iii) number of treasury shares sold, transferred, cancelled and/or used;
- (iv) number of treasury shares before and after such sale, transfer, cancellation and/or use;
- (v) percentage of the number of treasury shares against the total number of shares outstanding in a class that is listed before and after such sale, transfer, cancellation and/or use; and
- (vi) value of the treasury shares if they are used for a sale or transfer, or cancelled.

5.6. **Sources of Funds for Share Buyback**

The Companies Act permits the Company to make payment, pursuant to the purchase or acquisition of its own Shares, out of the Company's capital or profits so long as the Company is solvent. The Companies Act provides that the Company is solvent if at the date of the relevant payment, the following conditions are satisfied:

- (a) there is no ground on which the Company could be found to be unable to pay its debts;
- (b) if –
 - (i) it is intended to commence winding up of the Company within the period of 12 months immediately after the date of the payment, the Company will be able to pay its debts in full within the period of 12 months after the date of commencement of the winding up; or
 - (ii) it is not intended so to commence winding up, the Company will be able to pay its debts as they fall due during the period of 12 months immediately after the date of the payment; and

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- (c) the value of the Company's assets is not less than the value of its liabilities (including contingent liabilities) and will not, after the proposed purchase, acquisition, variation or release of Shares, become less than the value of its liabilities (including contingent liabilities).

The Company intends to use internal resources and/or external borrowings to finance the Share Buybacks.

The Directors do not propose to exercise the Share Buyback Mandate in a manner and to such extent that it would have a material adverse effect on the working capital requirements of the Group, the Group's ability to service its debts and other obligations and/or the financial condition of the Group.

5.7. Financial Effects of the Share Buyback Mandate

The financial effects on the Company and the Group arising from the Share Buybacks will depend on, *inter alia*, how the Shares are purchased or acquired, the consideration paid for such Shares and whether the Shares purchased or acquired are held as treasury shares or cancelled. The financial effects on the Company and the Group, based on the audited financial statements of the Company and the Group for FY2024, are based on the following principal assumptions:

- (a) the Share Buybacks had taken place on 1 October 2023 for the purpose of computing the financial effects on the EPS of the Company and the Group;
- (b) the Share Buybacks had taken place on 30 September 2024 for the purpose of computing the financial effects on Shareholders' equity, NTA per Share and gearing of the Company and the Group; and
- (c) transaction costs incurred for the Share Buybacks have been assumed to be insignificant and have been ignored for the purpose of computing the financial effects.

5.7.1. Purchase or acquisition out of capital or profits

Under the Companies Act, purchases or acquisitions of Shares by the Company may be made out of the Company's capital or profits so long as the Company is solvent.

Where the consideration paid by the Company for the Share Buyback is made out of capital, the amount available for the distribution of cash dividends by the Company will not be reduced. Where the consideration paid by the Company for the Share Buyback is made out of profits, such consideration will correspondingly reduce the amount available for the distribution of cash dividends by the Company.

5.7.2. Number of Shares acquired or purchased

For illustrative purposes only, on the basis of 613,682,743 Shares in issue as at the Latest Practicable Date (out of which 11,448,700 Shares were held in treasury) and assuming that there will be no changes in the number of Shares on or prior to the Approval Date, the purchase by the Company of 10.0% of its issued Shares (excluding treasury shares and subsidiary holdings) will result in the purchase or acquisition of 60,223,404 Shares.

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5.7.3. Maximum price paid for Shares purchased or acquired

In the case of Market Purchases by the Company:

Assuming the Company purchases or acquires 60,223,404 Shares at the maximum price of S\$0.2825 for one (1) Share (being the price equivalent to 5.0% above the average closing price of the Shares for the last five (5) Market Days on which Shares were transacted on Catalist immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of 60,223,404 Shares would be approximately S\$17.0 million.

In the case of Off-Market Purchases by the Company:

Assuming the Company purchases or acquires 60,223,404 Shares at the maximum price of S\$0.3228 for one (1) Share (being the price equivalent to 20.0% above the average closing price of the Shares for the last five (5) Market Days on which Shares were transacted on Catalist immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of 60,223,404 Shares would be approximately S\$19.4 million.

5.7.4. Illustrative financial effects

For illustrative purposes only, and on the basis of the assumptions set out above, the financial effects of the:

- (i) acquisition of Shares by the Company pursuant to the Share Buyback Mandate by way of purchases made out of capital and held as treasury shares; and
- (ii) acquisition of Shares by the Company pursuant to the Share Buyback Mandate by way of purchases made out of capital and cancelled;

on the audited financial statements of the Company and the Group for FY2024 are set out in the following pages.

Save as set out in Section 5.7.1 above, the financial effects of the acquisition of Shares by the Company pursuant to the Share Buyback Mandate by way of purchases made out of profits are similar to that of purchases made out of capital. Therefore, only the financial effects of the acquisition of Shares pursuant to the Share Buyback Mandate by way of purchases made out of capital are set out in this Circular.

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Scenario 1(A)

Market Purchases of 60,223,404 Shares out of capital, and the maximum number of Shares permitted under the Companies Act to be held in treasury are held in treasury and the balance is cancelled

	Group		Company	
	Before the Share Buyback	After the Share Buyback	Before the Share Buyback	After the Share Buyback
As at 30 September 2024	S\$'000	S\$'000	S\$'000	S\$'000
Share capital	41,642	38,408	41,642	38,408
Treasury shares	(2,994)	(16,770)	(2,994)	(16,770)
Shareholders' equity	52,312	38,536	55,674	41,898
NTA ⁽¹⁾	48,843	35,067	55,674	41,898
Current assets	67,391	50,381	22,259	20,068
Current liabilities	51,711	51,711	1,172	15,991
Working capital	15,680	(1,330)	21,087	4,077
Total borrowings	12,798	12,798	2,060	2,060
Cash and cash equivalents	46,383	29,373	2,191	–
Net profit attributable to owners of the Company	13,650	13,650	14,100	14,100
Number of Shares excluding treasury shares ⁽²⁾	602,234,043	542,010,639	602,234,043	542,010,639
Number of treasury shares	11,448,700	60,223,404	11,448,700	60,223,404

Financial Ratios

NTA per Share ⁽¹⁾ (cents)	8.1	6.5	9.2	7.7
Basic EPS ⁽³⁾ (cents)	2.3	2.5	2.3	2.6
Gearing ⁽⁴⁾ (%)	24.5	33.2	3.7	4.9
Current ratio ⁽⁵⁾ (times)	1.3	1.0	19.0	1.3

Notes:

- (1) NTA equals Shareholders' equity excluding goodwill and intangible assets. NTA per Share equals NTA divided by the number of Shares in issue excluding treasury shares.
- (2) Number of Shares excludes Shares that have been assumed to be held as treasury shares and assumes no change in the number of Shares on or prior to the Approval Date.
- (3) EPS has been computed based on FY2024 net profit attributable to owners of the Company divided by the number of Shares in issue excluding treasury shares.
- (4) Gearing equals total borrowings divided by Shareholders' equity.
- (5) Current ratio equals current assets divided by current liabilities.

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Scenario 1(B)

Off-Market Purchases of 60,223,404 Shares out of capital, and the maximum number of Shares permitted under the Companies Act to be held in treasury are held in treasury and the balance is cancelled

	Group		Company	
	Before the Share Buyback	After the Share Buyback	Before the Share Buyback	After the Share Buyback
As at 30 September 2024	S\$'000	S\$'000	S\$'000	S\$'000
Share capital	41,642	37,946	41,642	37,946
Treasury shares	(2,994)	(18,738)	(2,994)	(18,738)
Shareholders' equity	52,312	36,568	55,674	39,930
NTA ⁽¹⁾	48,843	33,099	55,674	39,930
Current assets	67,391	47,951	22,259	20,068
Current liabilities	51,711	51,711	1,172	18,421
Working capital	15,680	(3,760)	21,087	1,647
Total borrowings	12,798	12,798	2,060	2,060
Cash and cash equivalents	46,383	26,943	2,191	–
Net profit attributable to owners of the Company	13,650	13,650	14,100	14,100
Number of Shares excluding treasury shares ⁽²⁾	602,234,043	542,010,639	602,234,043	542,010,639
Number of treasury shares	11,448,700	60,223,404	11,448,700	60,223,404

Financial Ratios

NTA per Share ⁽¹⁾ (cents)	8.1	6.1	9.2	7.4
Basic EPS ⁽³⁾ (cents)	2.3	2.5	2.3	2.6
Gearing ⁽⁴⁾ (%)	24.5	35.0	3.7	5.2
Current ratio ⁽⁵⁾ (times)	1.3	0.9	19.0	1.1

Notes:

- (1) NTA equals Shareholders' equity excluding goodwill and intangible assets. NTA per Share equals NTA divided by the number of Shares in issue excluding treasury shares.
- (2) Number of Shares excludes Shares that have been assumed to be held as treasury shares and assumes no change in the number of Shares on or prior to the Approval Date.
- (3) EPS has been computed based on FY2024 net profit attributable to owners of the Company divided by the number of Shares in issue excluding treasury shares.
- (4) Gearing equals total borrowings divided by Shareholders' equity.
- (5) Current ratio equals current assets divided by current liabilities.

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Scenario 2(A)

Market Purchases of 60,223,404 Shares out of capital and cancelled

	Group		Company	
	Before the Share Buyback	After the Share Buyback	Before the Share Buyback	After the Share Buyback
As at 30 September 2024	S\$'000	S\$'000	S\$'000	S\$'000
Share capital	41,642	24,632	41,642	24,632
Treasury shares	(2,994)	(2,994)	(2,994)	(2,994)
Shareholders' equity	52,312	35,302	55,674	38,664
NTA ⁽¹⁾	48,843	31,833	55,674	38,664
Current assets	67,391	50,381	22,259	20,068
Current liabilities	51,711	51,711	1,172	15,991
Working capital	15,680	(1,330)	21,087	4,077
Total borrowings	12,798	12,798	2,060	2,060
Cash and cash equivalents	46,383	29,373	2,191	–
Net profit attributable to owners of the Company	13,650	13,650	14,100	14,100
Number of Shares excluding treasury shares ⁽²⁾	602,234,043	542,010,639	602,234,043	542,010,639
Number of treasury shares	11,448,700	11,448,700	11,448,700	11,448,700

Financial Ratios

NTA per Share ⁽¹⁾ (cents)	8.1	5.9	9.2	7.1
Basic EPS ⁽³⁾ (cents)	2.3	2.5	2.3	2.6
Gearing ⁽⁴⁾ (%)	24.5	36.3	3.7	5.3
Current ratio ⁽⁵⁾ (times)	1.3	1.0	19.0	1.3

Notes:

- (1) NTA equals Shareholders' equity excluding goodwill and intangible assets. NTA per Share equals NTA divided by the number of Shares in issue excluding treasury shares.
- (2) Number of Shares excludes Shares that have been assumed to be cancelled and assumes no change in the number of Shares on or prior to the Approval Date.
- (3) EPS has been computed based on FY2024 net profit attributable to owners of the Company divided by the number of Shares in issue excluding treasury shares.
- (4) Gearing equals total borrowings divided by Shareholders' equity.
- (5) Current ratio equals current assets divided by current liabilities.

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Scenario 2(B)

Off-Market Purchases of 60,223,404 Shares out of capital and cancelled

	Group		Company	
	Before the Share Buyback	After the Share Buyback	Before the Share Buyback	After the Share Buyback
As at 30 September 2024	S\$'000	S\$'000	S\$'000	S\$'000
Share capital	41,642	22,202	41,642	22,202
Treasury shares	(2,994)	(2,994)	(2,994)	(2,994)
Shareholders' equity	52,312	32,872	55,674	36,234
NTA ⁽¹⁾	48,843	29,403	55,674	36,234
Current assets	67,391	47,951	22,259	20,068
Current liabilities	51,711	51,711	1,172	18,421
Working capital	15,680	(3,760)	21,087	1,647
Total borrowings	12,798	12,798	2,060	2,060
Cash and cash equivalents	46,383	26,943	2,191	–
Net profit attributable to owners of the Company	13,650	13,650	14,100	14,100
Number of Shares excluding treasury shares ⁽²⁾	602,234,043	542,010,639	602,234,043	542,010,639
Number of treasury shares	11,448,700	11,448,700	11,448,700	11,448,700

Financial Ratios

NTA per Share ⁽¹⁾ (cents)	8.1	5.4	9.2	6.7
Basic EPS ⁽³⁾ (cents)	2.3	2.5	2.3	2.6
Gearing ⁽⁴⁾ (%)	24.5	38.9	3.7	5.7
Current ratio ⁽⁵⁾ (times)	1.3	0.9	19.0	1.1

Notes:

- (1) NTA equals Shareholders' equity excluding goodwill and intangible assets. NTA per Share equals NTA divided by the number of Shares in issue excluding treasury shares.
- (2) Number of Shares excludes Shares that have been assumed to be cancelled and assumes no change in the number of Shares on or prior to the Approval Date.
- (3) EPS has been computed based on FY2024 net profit attributable to owners of the Company divided by the number of Shares in issue excluding treasury shares.
- (4) Gearing equals total borrowings divided by Shareholders' equity.
- (5) Current ratio equals current assets divided by current liabilities.

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Shareholders should note that the financial effects set out above are based on the above-mentioned assumptions and are purely for illustrative purposes only. In particular, it is important to note that the above illustration is based on historical audited financial statements for FY2024 and is not necessarily representative of future financial performance of the Group.

Although the Share Buyback Mandate would authorise the Company to purchase or acquire up to 10.0% of the total number of Shares (excluding treasury shares and subsidiary holdings), the Company may not necessarily purchase or acquire or be able to purchase or acquire the entire 10.0% of the total number of Shares (excluding treasury shares and subsidiary holdings). In addition, the Company may cancel all or part of the Shares purchased or acquired, or hold all or part of the Shares purchased or acquired as treasury shares.

5.8. Tax Implications

Shareholders who are in doubt as to their respective tax positions or the tax implications of a Share Buyback by the Company or who may be subject to tax, whether in or outside Singapore, should consult their own professional advisers.

5.9. Catalist Rules

5.9.1. Free float

The Catalist Rules requires a listed company to ensure that at least 10.0% of its total number of issued shares (excluding preference shares, convertible equity securities and treasury shares) in a class that is listed is at all times held by the public. The “public”, as defined under the Catalist Rules, are persons other than the directors, chief executive officer, substantial shareholders or controlling shareholders of the company or its subsidiaries, and the associates of such persons.

The Company does not have any individual shareholding limit or foreign shareholding limit. As at the Latest Practicable Date, 154,851,966 Shares representing approximately 25.7% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) are held by the public. For illustrative purposes only, assuming the Company undertakes Share Buybacks through Market Purchases up to the full 10.0% limit from the public pursuant to the Share Buyback Mandate, the number of issued Shares held by the public would be reduced to 94,628,562 Shares representing approximately 17.5% of the total number of issued Shares (excluding treasury shares and subsidiary holdings).

Accordingly, the Directors are of the view that there is, at present, a sufficient number of Shares held by the public which would permit the Company to undertake Share Buybacks to the full 10.0% limit pursuant to the Share Buyback Mandate. Nonetheless, the Directors will use their best efforts to ensure that the Company does not effect Share Buybacks, if such Share Buybacks would result in the number of Shares remaining in the hands of the public falling to such a level as to (i) cause market illiquidity, (ii) adversely affect the orderly trading of the Shares, or (iii) adversely affect the listing status of the Company.

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5.9.2. Announcement of Share Buybacks

The Catalist Rules specify that a listed company shall report all purchases or acquisitions of its shares to the SGX-ST not later than 9.00 a.m.:

- (a) in the case of a Market Purchase, on the Market Day following the day on which it purchased or acquired any of its shares; and
- (b) in the case of an Off-Market Purchase under an equal access scheme, on the second Market Day after the close of acceptances of the offer.

Such announcement (which must be in the form of Appendix 8D of the Catalist Rules) must include, *inter alia*, the details of the date of the purchase, the total number of shares purchased, the number of shares cancelled, the number of shares held as treasury shares, the purchase price per share or the highest and lowest prices paid for such shares, as applicable, and the total consideration (including stamp duties and clearing charges) paid or payable for the shares, the number of shares purchased as at the date of announcement (on a cumulative basis), the number of issued shares excluding treasury shares and subsidiary holdings and the number of treasury shares held and subsidiary holdings after the purchase.

5.9.3. Restrictions on Share Buybacks

While the Catalist Rules do not expressly prohibit any purchase or acquisition of shares by a listed company during any particular time, the listed company would be regarded as an “insider” in relation to any proposed purchase or acquisition of its issued shares. As such, the Company will not undertake any Share Buybacks pursuant to the Share Buyback Mandate at any time after any matter or development of a price-sensitive nature has occurred or has been the subject of consideration and/or a decision of the Board until such price-sensitive information has been publicly announced or disseminated in accordance with the requirements of the Catalist Rules.

Further, in conformity with the best practices on dealing with securities under the Catalist Rules, the Company will not purchase or acquire any Shares through Market Purchases during the period commencing one (1) month before the announcement of the Group’s half year and full year results.

5.10. Take-over Implications

Appendix 2 of the Take-over Code contains the Share Buyback Guidance Note applicable as at the Latest Practicable Date. The take-over implications arising from any purchase or acquisition by the Company of its Shares are set out below:

5.10.1. Obligation to make a take-over offer

If, as a result of any purchase or acquisition by the Company of its Shares, a Shareholder’s proportionate interest in the voting capital of the Company increases, such increase will be treated as an acquisition for the purposes of Rule 14 of the Take-over Code. If such increase results in a change of effective control, or, as a result of such increase, a Shareholder or group of Shareholders acting in concert obtains or consolidates effective control of the Company, such Shareholder or group of Shareholders acting in concert could become obliged to make a mandatory take-over offer for the Company under Rule 14 of the Take-over Code.

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5.10.2. Persons acting in concert

Under the Take-over Code, persons acting in concert comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), cooperate, through the acquisition by any of them of shares in a company, to obtain or consolidate effective control of that company.

Unless the contrary is established, *inter alia*, the following persons will, be presumed to be acting in concert:

- (a) a company with its parent company, subsidiaries, its fellow subsidiaries, any associated companies of the foregoing companies, any company whose associated companies include any of the foregoing companies, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing companies for the purchase of voting rights;
- (b) a company with any of its directors, together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts;
- (c) a company with any of its pension funds and employee share schemes;
- (d) a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis, but only in respect of the investment account which such person manages;
- (e) a financial or other professional adviser, including a stockbroker, with its client in respect of the shareholdings of the adviser and persons controlling, controlled by or under the same control as the adviser;
- (f) directors of a company (together with their close relatives, related trusts and companies controlled by any of such directors, their close relatives and related trusts) which is subject to an offer or where the directors have reason to believe a *bona fide* offer for their company may be imminent;
- (g) partners; and
- (h) an individual, his close relatives, his related trusts, any person who is accustomed to act according to the instructions of that individual, companies controlled by any of the above, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the above for the purchase of voting rights.

For this purpose, a company is an “associated company” of another company if the second company owns or controls at least 20.0% but not more than 50.0% of the voting rights of the first-mentioned company. “Close relatives” include immediate family (i.e. parents, siblings, spouse and children), siblings of parents (i.e. uncles and aunts) as well as their children (i.e. cousins), and the children of siblings (i.e. nephews and nieces).

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5.10.3. Effect of Rule 14 and Appendix 2 of the Take-over Code

In general terms, the effect of Rule 14 and Appendix 2 of the Take-over Code is that, unless exempted, the Directors and persons acting in concert with them will incur an obligation to make a take-over offer for the Company under Rule 14 if, as a result of the Company purchasing or acquiring its Shares, the voting rights of such Directors and their concert parties would increase to 30.0% or more, or if the voting rights of such Directors and their concert parties fall between 30.0% and 50.0% of the Company's voting rights, the voting rights of such Directors and their concert parties would increase by more than 1.0% in any period of six (6) months. The Directors and their concert parties will be exempted from the requirement to make a take-over offer subject to certain conditions as set out in the Take-over Code, including, *inter alia*:

- (a) the inclusion in the circular to Shareholders on the resolution to authorise the Share Buyback Mandate advice to the effect that by voting for the resolution to authorise the Share Buyback Mandate, Shareholders are waiving their right to a take-over offer at the required price from the Directors and parties acting in concert with them who, as a result of the Company purchasing or acquiring its Shares, would increase their voting rights to 30.0% or more, or, if they together hold between 30.0% and 50.0% of the Company's voting rights, would increase their voting rights by more than 1.0% in any period of six (6) months; and the names of such Directors and persons acting in concert with them, their voting rights at the time of the resolution and after Share Buybacks pursuant to the Share Buyback Mandate; and
- (b) the submission to SIC by each of the Directors of an executed form as prescribed by SIC within seven (7) days of the passing of the resolution to authorise the Share Buyback Mandate.

Under Appendix 2 of the Take-over Code, a Shareholder not acting in concert with the Directors will not be required to make a take-over offer under Rule 14 of the Take-over Code if, as a result of the Company purchasing or acquiring its Shares, the voting rights of such Shareholder in the Company would increase to 30.0% or more, or, if such Shareholder holds between 30.0% and 50.0% of the Company's voting rights, the voting rights of such Shareholder would increase by more than 1.0% in any period of six (6) months. Such Shareholder need not abstain from voting in respect of the resolution authorising the Share Buyback Mandate unless so required under the Companies Act.

5.10.4. Application of the Take-over Code

Details of the shareholdings of the Directors and Substantial Shareholders as at the Latest Practicable Date are set out in Section 6 below.

5.10.4.1. *Mr. Ang Kiam Meng, Mdm. Tan Yong Chuan, Jacqueline, Mr. Ang Hon Nam, Ms. Nyeo Sai Joo, Mrs. Christina Kong Chwee Huan, Ms. Ang Cheau Hoon, Mr. Ang Kiam Lian, Ms. Wendy Ang Chui Yong, Kok Sing, and JBO*

As at the Latest Practicable Date:

- i. Mr. Ang Kiam Meng together with his wife, Mdm. Tan Yong Chuan, Jacqueline, his parents Mr. Ang Hon Nam and Ms. Nyeo Sai Joo, and his siblings Mrs. Christina Kong Chwee Huan, Ms. Ang Cheau Hoon, Mr. Ang Kiam Lian, and Ms. Wendy Ang Chui Yong;
- ii. our Controlling Shareholder, Kok Sing, a company in which Mr. Ang Kiam Meng, Mr. Ang Hon Nam, Ms. Nyeo Sai Joo, Mrs. Christina Kong Chwee Huan, Ms. Ang Cheau Hoon, Mr. Ang Kim Lian, and Ms. Wendy Ang Chui Yong collectively control; and

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- iii. our Controlling Shareholder, JBO, a company in which Mr. Ang Kiam Meng, Mdm. Tan Yong Chuan, Jacqueline, Ms. Nyeo Sai Joo, Mrs. Christina Kong Chwee Huan, Ms. Ang Cheau Hoon, Mr. Ang Kiam Lian, Ms. Wendy Ang Chui Yong, and their close relatives collectively control,

(collectively, the “**Relevant Shareholders**”), regard themselves as parties acting in concert in relation to their interests in the Company.

As at the Latest Practicable Date, the Relevant Shareholders hold an aggregate of 322,223,308 Shares, representing approximately 53.5% of the voting rights in the Company.

Mr. Ang Kiam Meng, Mdm. Tan Yong Chuan, Jacqueline, Mr. Ang Hon Nam, Ms. Nyeo Sai Joo, Mrs. Christina Kong Chwee Huan, Ms. Ang Cheau Hoon, Mr. Ang Kiam Lian, Ms. Wendy Ang Chui Yong, Kok Sing, and JBO have not purchased any Shares in the six (6) months preceding the Latest Practicable Date.

5.10.4.2. *Consequence of Share Buybacks*

Based on the 602,234,043 issued Shares of the Company (excluding treasury shares and subsidiary holdings) as at the Latest Practicable Date, the exercise in full of the Share Buyback Mandate, given the limits under Section 76I(1) of the Companies Act in respect of a Company's Shares held in treasury, up to the Prescribed Limit would result in the purchase of 60,223,404 Shares.

Consequently, the aggregate voting rights of the Relevant Shareholders may increase to approximately 59.4% assuming that the effected Share Buybacks are from Shareholders other than the Relevant Shareholders. As the Relevant Shareholders hold more than 50% of the Company's voting rights, notwithstanding any increase in the Relevant Shareholders' interest in the Company, there is no requirement for the Relevant Shareholders to make a general offer under Rule 14 of the Take-over Code. Notwithstanding the aforesaid, SIC may, subject to the considerations set out in Note 5 to Rule 14.1 of the Take-over Code, regard as giving rise to an obligation to make an offer, any acquisition by a single member or sub-group of the group acting in concert, of voting rights sufficient to increase his/ its holding to 30.0% or more, or if he/ it already holds between 30.0% and 50.0%, by more than 1.0% in any period of six (6) months.

Shareholders who are in any doubt as to whether they would incur any obligation to make a take-over offer as a result of any Share Buyback pursuant to the Share Buyback Mandate are advised to consult their professional advisers and/or SIC and/or the relevant authorities at the earliest opportunity before they acquire any Shares during the period when the Share Buyback Mandate is in force.

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5.11. Shares Purchased by the Company in the Preceding 12 months

Information on the share purchases carried out by the Company during the 12 months preceding the Latest Practicable Date is set out below:

Date of Share purchase	Type of transaction	Total number of Shares purchased	Lowest price paid per Share (S\$)	Highest price paid per Share (S\$)	Total consideration (S\$)
11 March 2024	Off-Market Purchase	37,522,422	0.260	0.260	9,755,829.72
31 July 2024	Market Purchase	200,000	0.260	0.260	52,136.41
1 August 2024	Market Purchase	100,000	0.255	0.260	26,068.40
2 August 2024	Market Purchase	134,300	0.255	0.260	34,336.46
5 August 2024	Market Purchase	250,000	0.250	0.255	62,914.54
7 August 2024	Market Purchase	50,000	0.255	0.255	12,783.74
14 August 2024	Market Purchase	100,000	0.255	0.260	26,018.27
15 August 2024	Market Purchase	40,000	0.255	0.260	10,232.08
16 August 2024	Market Purchase	50,000	0.255	0.260	12,888.51
20 August 2024	Market Purchase	41,700	0.255	0.260	10,853.92
21 August 2024	Market Purchase	10,000	0.255	0.260	2,614.27
27 August 2024	Market Purchase	50,000	0.255	0.260	12,966.21
28 August 2024	Market Purchase	20,000	0.255	0.260	5,224.89
4 September 2024	Market Purchase	20,000	0.255	0.260	5,228.89
9 September 2024	Market Purchase	100,000	0.260	0.260	26,068.40
2 December 2024	Market Purchase	200,000	0.270	0.275	54,141.64
23 December 2024	Market Purchase	82,700	0.265	0.270	21,973.21

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6. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

As at the Latest Practicable Date, the interests of the Directors in the Shares (as extracted from the Company's Register of Directors' Shareholdings) and the interests of Substantial Shareholders (as extracted from the Company's Register of Substantial Shareholders) are as follows:

	Direct Interest		Deemed Interest	
	No. of Shares	%	No. of Shares	%
Directors				
Mr. Ang Kiam Meng	10,223,863	1.7	3,006,352 ⁽¹⁾	0.5
Mrs. Christina Kong Chwee Huan	2,512,942	0.4	–	–
Mr. Tan Cher Liang	–	–	–	–
Mr. Seah Hai Yang	–	–	–	–
Dr. Tan Khee Giap	–	–	–	–
Ms. Sim Yu Juan, Rachel	200,000	–*	–	–
Substantial Shareholders (other than Directors)				
Kok Sing ⁽²⁾	–	–	292,044,265	48.5
JBO	292,044,265	48.5	–	–
Mr. Tan Gee Jian	42,254,900	7.0	–	–
Kuang Ming Investments Pte. Limited ⁽³⁾⁽⁴⁾	54,194,200	9.0	–	–
Mr. Ng Chee Tat Philip ⁽³⁾	–	–	54,194,200	9.0
Mdm. Tan Kim Choo ⁽⁴⁾	–	–	54,194,200	9.0

* Denotes amount less than 0.1%

Notes:

- (1) Mr. Ang Kiam Meng is a spouse of Mdm. Tan Yong Chuan, Jacqueline, and is therefore deemed to be interested in the 3,006,352 Shares held by Mdm. Tan Yong Chuan, Jacqueline.
- (2) Kok Sing has more than 20.0% interest in JBO and is therefore deemed to be interested in the 292,044,265 Shares held by JBO by virtue of Section 7 of the Companies Act. The shareholders of Kok Sing comprise (i) Mr. Ang Hon Nam; (ii) Ms. Nyeo Sai Joo; (iii) Mr. Ang Kiam Meng; (iv) Ms. Ang Cheau Hoon; (v) Mrs. Christina Kong Chwee Huan; (vi) Ms. Wendy Ang Chui Yong; and (vii) Mr. Ang Kiam Lian, each of whom holds an equal proportion of shares in Kok Sing.
- (3) Kuang Ming Investments Pte. Limited has a direct interest in 54,194,200 Shares. Mr. Ng Chee Tat Philip has more than 20.0% interest in Kuang Ming Investments Pte. Limited and is therefore deemed to be interested in the 54,194,200 Shares in which Kuang Ming Investments Pte. Limited has an interest.
- (4) Kuang Ming Investments Pte. Limited has a direct interest in 54,194,200 Shares. Mdm. Tan Kim Choo has more than 20.0% interest in Kuang Ming Investments Pte. Limited and is therefore deemed to be interested in the 54,194,200 Shares in which Kuang Ming Investments Pte. Limited has an interest.

Save as disclosed above, none of the Directors and Substantial Shareholders have any interest, direct or indirect, in the Proposals.

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7. DIRECTORS' RECOMMENDATIONS

7.1. The Proposed Extension of, and Authority to Allot and Issue Shares under, the Jumbo Employee Share Option Scheme

The Directors are eligible to participate in and are therefore interested in, the Jumbo Employee Share Option Scheme. They have accordingly abstained from making any recommendations on Resolution 9 relating to the proposed extension of, and authority to allot and issue Shares under, the Jumbo Employee Share Option Scheme.

7.2. The Proposed Grant of Options at a discount under the Jumbo Employee Share Option Scheme

The Directors are eligible to participate in, and are therefore interested in, the Jumbo Employee Share Option Scheme. They have accordingly refrained from making any recommendations on Resolution 10 relating to the proposed grant of Options at a discount under the Jumbo Employee Share Option Scheme.

7.3. The Proposed Extension of, and Authority to Allot and Issue Shares under, the Jumbo Performance Share Plan

Certain Directors are eligible to participate in and are therefore interested in, the Jumbo Performance Share Plan. They have accordingly abstained from making any recommendations on Resolution 11 relating to the proposed extension of, and authority to allot and issue Shares under, the Jumbo Performance Share Plan.

7.4. The Proposed Renewal of the Share Buyback Mandate

The Directors, having carefully considered, *inter alia*, the rationale and terms of the Share Buyback Mandate, are of the opinion that it is in the best interests of the Company. Accordingly, they recommend that Shareholders vote in favour of Resolution 12 relating to the proposed renewal of the Share Buyback Mandate.

8. SHAREHOLDERS WHO WILL ABSTAIN FROM VOTING

Shareholders who are eligible to participate in the Jumbo Employee Share Option Scheme and/or the Jumbo Performance Share Plan shall abstain from voting on the resolutions relating thereto as may be required by the SGX-ST, including in relation to the implementation of the Jumbo Employee Share Option Scheme and/or the Jumbo Performance Share Plan, the discount quantum of the Options and participation by and grant to Controlling Shareholders and/or their Associates (where applicable) and in respect to Resolutions 9, 10 and 11, and will not accept nominations to act as proxy unless the Shareholder concerned has provided specific instructions as to voting.

The Company will disregard any votes cast by the abovementioned persons who are required to abstain from voting on Resolutions 9, 10 and 11 to be tabled at the 2025 AGM, as well as any votes cast by a person required to abstain from voting on a resolution pursuant to the Catalyst Rule or a court order which has been served on the Company.

LETTER TO SHAREHOLDERS

9. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposals, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

10. ACTION TO BE TAKEN BY SHAREHOLDERS

The 2025 AGM will be held at 190 Keng Lee Road, Chui Huay Lim Club, Singapore 308409 on 24 January 2025 at 9.00 a.m. for the purpose of considering and, if thought fit, passing, with or without modification the resolutions as set out in the Notice of AGM.

Shareholders who are unable to attend the 2025 AGM and who wish to appoint a proxy or proxies to attend and vote on their behalf should complete, sign and return the duly executed proxy form attached to the Notice of AGM to the Company in the following manner:

- (a) if submitted by post, be deposited at the office of the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte Ltd, at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632; or
- (b) if submitted electronically, be submitted via email to the Company's Share Registrar at srs.proxy@boardroomlimited.com,

in either case, not less than 72 hours before the time appointed for holding the 2025 AGM.

A proxy need not be a Shareholder of the Company. A Shareholder may choose to appoint the Chairman of the 2025 AGM as his/ her/ its proxy.

Shareholders holding shares through a relevant intermediary as defined in Section 181 of the Companies Act (other than SRS investors) who wish to vote at the 2025 AGM should approach their respective relevant intermediary as soon as possible in order to make the necessary arrangements.

SRS investors may vote at the 2025 AGM if they are appointed as proxies by their respective SRS Operators, and should approach their respective SRS Operators if they have any queries regarding their appointment as proxies.

Shareholders who hold their shares through a relevant intermediary as defined in Section 181 of the Companies Act (including SRS investors and holders under depository agents) and who wish to exercise their votes by appointing the Chairman of the AGM as proxy should approach their respective relevant intermediaries (including their respective SRS approved banks or depository agents) to submit their voting instructions by 5.00 p.m. on 15 January 2025, being seven (7) working days before the date of the 2025 AGM.

11. CONSENT

The legal adviser to the Company as to the Proposals, AEI Legal LLC, has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name herein and all references thereto in the form and context in which it appears in this Circular and to act in such capacity in relation to this Circular.

LETTER TO SHAREHOLDERS

12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company at 4 Kaki Bukit Avenue 1, #03-08, Singapore 417939, during normal business hours from the date of this Circular up to and including the date of the 2025 AGM:

- (a) the 2015 Offer Document;
- (b) the Annual Report 2024;
- (c) the Constitution;
- (d) the Rules of the Share Option Scheme; and
- (e) the Rules of the Performance Share Plan.

The Annual Report 2024 may also be accessed at the Company's website at (<http://investor.jumbogroup.sg/>) and SGXNET.

Yours faithfully
For and on behalf of the Board of Directors of
Jumbo Group Limited

Mr. Tan Cher Liang
Independent Chairman

ANNEX A

RULES OF THE SHARE OPTION SCHEME

1. NAME OF THIS SHARE OPTION SCHEME

This Scheme shall be called the “Jumbo Employee Share Option Scheme”.

2. DEFINITIONS

In this Scheme, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“ <i>Acceptance Period</i> ”	The period within which an Option may be accepted, as described in Rule 7.2
“ <i>Act</i> ”	The Companies Act, Chapter 50 <u>1967</u> of Singapore as amended, modified or supplemented from time to time
“ <i>Adoption Date</i> ”	The date on which this Scheme is adopted by our Company in general meeting
“ <i>Auditors</i> ”	The auditors of our Company for the time being
“ <i>Board</i> ”	The Board of Directors of our Company for the time being
“ <i>Catalist</i> ”	The Catalist Board of the SGX-ST
“ <i>Catalist Rules</i> ”	Section B: Rules of Catalist of the Listing Manual of the SGX-ST, as amended, modified or supplemented from time to time
“ <i>CDP</i> ”	The Central Depository (Pte) Limited
“ <i>CPF</i> ”	Central Provident Fund
“ <i>Committee</i> ”	The remuneration committee of our Board, or such other committee comprising Directors duly authorised and appointed by our Board to administer this Scheme
“ <i>Company</i> ”	Jumbo Group Limited
“ <u><i>Constitution</i></u> ”	<u>The constitution of the Company, as amended, modified or supplemented from time to time</u>
“ <i>Control</i> ”	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of our Company
“ <i>Controlling Shareholder</i> ”	A Shareholder who: (a) holds directly or indirectly 15.0% or more of the <u>nominal amount of all voting shares in the Company, total number of issued Shares (excluding Shares held by the Company as treasury shares) (unless otherwise determined by the SGX-ST may determine that a person who satisfies this subparagraph is not a Controlling Shareholder);</u> or (b) in fact exercises Control over the Company

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RULES OF THE SHARE OPTION SCHEME

<i>“Director”</i>	A person holding office as a director of our Company for the time being
<i>“Employee”</i>	A confirmed employee of our Group, including Executive Directors, selected by the Committee to participate in this Scheme in accordance with Rule 4
<i>“Executive Director”</i>	A director of our Company and/or any of its Subsidiaries, as the case may be, who performs an executive function
<i>“Exercise Price”</i>	The price at which a Participant shall subscribe for or acquire each Share upon the exercise of an Option as determined in accordance with Rule 8
<i>“Financial Year”</i>	Each period of 12 months or more or less than 12 months, at the end of which the balance of accounts of our Company are prepared and audited, for the purpose of laying the same before an annual general meeting of our Company
<i>“Grantee”</i>	The person to whom an offer of an Option is made
<i>“Group”</i>	Our Company and its Subsidiaries (as they may exist from time to time)
<i>“Incentive Option”</i>	An Option granted with the Exercise Price set at a discount to the Market Price
<i>“Market Day”</i>	A day on which the SGX-ST is open for trading of securities
<i>“Market Price”</i>	A price equal to the average of the last dealt prices for the Shares on the SGX-ST over the five (5) consecutive Trading Days immediately preceding the Offering Date of that Option, as determined by the Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices
<i>“Market Price Option”</i>	An Option granted with the Exercise Price set at the Market Price
<i>“Non-Executive Director”</i>	A director of our Company and/or any of its Subsidiaries, as the case may be, including an independent director, who is not an Executive Director
<i>“Offering Date”</i>	The date on which an Option is granted pursuant to Rule 6
<i>“Option”</i>	A Market Price Option or an Incentive Option, as the case may be
<i>“Option Period”</i>	The period for the exercise of an Option as set out in Rule 9.1
<i>“Participant”</i>	A person who is selected by the Committee to participate in this Scheme in accordance with the provisions herein and/or a holder of an Option
<i>“Performance Share Plan”</i>	The Jumbo Performance Share Plan, as amended or modified from time to time

ANNEX A
RULES OF THE SHARE OPTION SCHEME

<i>“Record Date”</i>	The date <u>fixed by the Company for the purpose of determining entitlements to as at the close of business on which the Shareholders must be registered in order to participate in any dividends, rights, allotments or other distributions of holders of its securities</u>
<i>“Rules”</i>	The rules of this Scheme as amended or modified from time to time
<i>“Scheme” or “Share Option Scheme”</i>	The Jumbo Employee Share Option Scheme, as amended or modified from time to time
<i>“SGX-ST”</i>	The Singapore Exchange Securities Trading Limited
<i>“Shareholders”</i>	The registered holders of Shares except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the persons to whose securities accounts maintained with CDP are credited with the Shares
<i>“Shares”</i>	Ordinary shares in the capital of our Company
<i>“Subsidiary”</i>	A company which is for the time being a subsidiary of our Company as defined by Section 5 of the Act
<i>“Trading Day”</i>	A day on which the Shares are traded on Catalist
<u>Currencies and Units</u>	
<i>“S\$”</i>	Singapore dollars
<i>“%”</i>	Per centum or percentage

The terms **“Depositor”**, **“Depository Register”** and **“Depository Agent”** shall have the meanings ascribed to them respectively by Section ~~130A~~ 81SF of the Securities and Futures Act 2001 of Singapore.

The terms **“Associate”**, **“subsidiary holdings”** and **“treasury shares”** shall have the meaning ascribed to ~~it~~ them respectively by the Catalist Rules.

Words denoting the singular shall, where applicable, include the plural and *vice versa* and words denoting the masculine gender shall, where applicable, include the feminine and neuter gender. References to persons shall include corporations. References to Rules and Schedules shall be construed as references to Rules of and the Schedules to this Scheme.

Any reference in this Scheme to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act or any statutory modification thereof and used in this Scheme shall, where applicable, have the same meaning assigned to it under the Act.

Any reference in this Scheme to a time of day shall be a reference to Singapore time unless otherwise stated.

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3. OBJECTIVES OF THIS SCHEME

- 3.1 This Scheme is a share incentive scheme. It will provide an opportunity for Employees and Non-Executive Directors, who satisfy the eligibility criteria in Rule 4, to participate in the equity of our Company.
- 3.2 This Scheme, which forms an integral and important component of a compensation plan, is designed primarily to reward and retain Employees (including Executive Directors) ~~recognises the fact that the services of such Employees and Non-Executive Directors (including independent Directors who are not Executive Directors) whose services~~ are important to the success and continued well-being of our Group. Implementation of this Scheme will enable our Company to give recognition to the contributions made by such Employees and Non-Executive Directors. At the same time, it will give such Employees and Non-Executive Directors an opportunity to have a direct interest in our Company and will also help to achieve the following positive objectives:
- (i) the motivate of each Participant to optimise performance standards and efficiency and to maintain a high level of contribution to our Group;
 - (ii) the retain of key Employees whose contributions are important to the long-term growth and profitability of our Group;
 - (iii) to attract potential employees with relevant skills to contribute to our Group and create value for our Shareholders;
 - (iv) to align the interest of Participants with the interests of our Shareholders; and
 - (v) to instil loyalty to, and a stronger sense of identification with the long-term growth and profitability of our Group.

4. ELIGIBILITY

- 4.1 The following persons shall be eligible to participate in this Scheme at the absolute discretion of the Committee:
- (i) Employees who are not on probation and have attained the age of 21 years on or before the Offering Date; and
 - (ii) Non-Executive Directors who have attained the age of 21 years on or before the Offering Date.

The Participant must not be an undischarged bankrupt and must not have entered into a composition with his creditors.

- 4.2 Controlling Shareholders and their Associates (notwithstanding that they may meet the eligibility criteria in Rule 4.1 above) shall not participate in this Scheme unless each of the following:
- (i) their participation; and
 - (ii) the actual ~~or maximum~~ number of Shares under the Option to be issued or transferred to them and the terms of any Option to be granted to them,

has been approved by independent Shareholders in a general meeting in separate resolutions for each such person, and in respect of each such person, in separate resolutions for each of (i) his participation; and (ii) the actual ~~or maximum~~ number of Shares and terms of any Options to be granted to him, provided always that it shall not be necessary to obtain the approval of the independent Shareholders for the participation in this Scheme of a Controlling Shareholder or his Associate who is, at the relevant time, already a Participant. Controlling Shareholders ~~and/or~~ Associates of Controlling Shareholder(s) shall abstain from voting on any resolution in relation to their participation in the Share Option Scheme.

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For the purposes of obtaining such approval from the independent Shareholders, our Company shall procure that the letter to Shareholders in connection therewith shall set out (a) ~~clear the~~ justifications for the participation of such Controlling Shareholders or Associates of Controlling Shareholders; and (b) ~~clear the~~ rationale for the terms of the Options to be granted to such Controlling Shareholders or Associates of Controlling Shareholders (including the rationale for any discount to the Market Price, if so proposed).

- 4.3 ~~Save as prescribed by the Catalist Rules,~~ There shall be no restriction on the eligibility of any Participant to participate in any other share option or share incentive scheme, implemented or to be implemented by any company within our Group.
- 4.4 Subject to the Act and any requirement of the SGX-ST and/or any other stock exchange on which the Shares ~~may be~~ are listed or quoted, the terms of eligibility for participation in this Scheme may be amended from time to time at the absolute discretion of the Committee.

5. LIMITATIONS OF THIS SCHEME

- 5.1 The aggregate number of Shares over which the Committee may grant Options on any date, when added to the number of Shares issued and issuable and/or transferred or transferable in respect of all Options granted under this Scheme and the number of Shares issued and issuable and/or transferred or transferable in respect of all options or awards granted under any other share option schemes or share schemes of the Company (including the Performance Share Plan), shall not exceed 15.0% of the total number of issued Shares (excluding ~~Shares held by the Company as~~ treasury shares and subsidiary holdings) on the day immediately preceding the Offering Date of the Option.
- 5.2 The aggregate number of Shares which may be issued and/or transferred in respect of all Options granted under this Scheme to Controlling Shareholders and their Associates shall not exceed 25.0% of the total number of Shares available under this Scheme.
- 5.3 The number of Shares which may be issued and/or transferred in respect of all Options granted under this Scheme to each Controlling Shareholder or his Associate shall not exceed 10.0% of the Shares available under this Scheme.
- 5.4 Subject to Rule 4 and Rule 10, the aggregate number of Shares in which Options may be offered to a Grantee for subscription or acquisition in accordance with this Scheme shall be determined at the discretion of the Committee, which shall take into account criteria such as rank, past performance, years of service and potential development of the Grantee.

6. OFFERING DATE

- 6.1 The Committee may, at its absolute discretion, save as provided in Rule 4 and Rule 5, offer to grant Options to such Grantees at any time during the period when this Scheme is in force. However, no Option shall be granted during the one (1) month ~~period of 30 days~~ immediately preceding the date of announcement of our Company's ~~interim and/or final results~~ half year and full year financial statements (as the case may be). In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, Options may only be granted on or after the second Market Day from the date on which the aforesaid announcement is released.
- 6.2 The Letter of Offer to grant an Option shall be in, or substantially in, the form set out in Schedule A, subject to such modification as the Committee may determine from time to time.

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7. ACCEPTANCE OF OFFER

- 7.1 An Option shall be personal to the Participant to whom it is granted and shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, unless with the prior approval in writing of the Committee.
- 7.2 The grant of any Option under Rule 6 shall be accepted by the Grantee within 30 days from the Offering Date of that Option. The grant of an Option must be accepted by completing, signing and returning of the Acceptance Form in, or substantially in, the form set out in Schedule B, accompanied by payment of S\$1.00 or such amount as the Committee may decide as consideration, subject to such modification as the Committee may determine from time to time.
- 7.3 If a grant of an Option is not accepted in the manner as provided in Rule 7.2, such offer shall, upon expiry of the 30-day period, automatically lapse and become null and void and of no effect.
- 7.4 Unless the Committee determines otherwise, an Option shall automatically lapse and become null and void and of no effect, and shall not be capable of acceptance if:
- (i) it is not accepted strictly in the manner as provided in Rule 7.2 within the 30-day period;
 - (ii) the Grantee dies prior to his acceptance of the Option;
 - (iii) the Grantee is adjudicated a bankrupt or enters into composition with his creditors prior to his acceptance of the Option;
 - (iv) the Grantee being an Employee ceases to be in the employment of our Group or (being a Non-Executive Director) ceases to be a director of the Group, in each case, for any reason whatsoever prior to his acceptance of the Option; or
 - (v) our Company is liquidated or wound-up prior to the Grantee's acceptance of the Option.
- 7.5 In the event that an Option results in a contravention of any applicable law or regulation, such grant shall be null and void and of no effect and the relevant Participant shall have no claim whatsoever against our Company.

8. EXERCISE PRICE

- 8.1 Subject to any adjustment pursuant to Rule 12, the Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Committee at its absolute discretion, and shall be fixed by the Committee at:
- (i) the Market Price; or
 - (ii) a price which is set at a discount to the Market Price, the quantum of such discount to be determined by the Committee at its absolute discretion, provided that the maximum discount which may be given in respect of any Option shall not exceed 20.0% of the Market Price in respect of that Option.
- 8.2 In making any determination under Rule 8.1(ii) on whether to give a discount and the quantum of such discount, the Committee shall be at liberty to take into consideration such criteria as the Committee may, at its absolute discretion, deem appropriate, including but not limited to:
- (i) the performance of our Company and our Group;
 - (ii) the individual performance of the Participant;

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- (iii) the contribution of the Participant to the success and development of our Company and/or our Group; and
- (iv) the prevailing market conditions.

9. RIGHT TO EXERCISE OF OPTION

9.1 Except as provided in this Rule 9 and Rule 10 and any other conditions as may be introduced by the Committee from time to time, each Option shall be exercisable, in whole or in part, as follows:

- (i) in the case of a Market Price Option, during the period commencing after the first anniversary of the Offering Date and expiring on the tenth anniversary of such Offering Date; and
- (ii) in the case of an Incentive Option, during the period commencing after the second anniversary of the Offering Date and expiring on the tenth anniversary of such Offering Date,

or such shorter period(s) if so determined by the Committee.

9.2 In the event of an Option being exercised in part only, the balance of the Option not thereby exercised shall continue to be exercisable in accordance with the Rules until such time as it shall lapse in accordance with the Rules.

9.3 Subject to Rule 9.4, an Option shall, to the extent unexercised, immediately lapse and become null and void and a Participant shall have no claim against our Company:

- (i) upon the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of such Option;
- (ii) in the event of misconduct on the part of the Participant, as determined by the Committee at its absolute discretion;
- (iii) subject to Rules 9.4, 9.5 and 9.6, upon the Participant ceasing to be in the employment of our Group, for any reason whatsoever; or
- (iv) in the event that the Committee, at its absolute discretion, deems it appropriate that such Option granted to a Participant shall lapse on the grounds that any of the objectives of this Scheme (as set out in Rule 3) have not been met.

For the purpose of Rule 9.3(iii), a Participant shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is tendered by or is given to him, unless such notice is withdrawn prior to its effective date. For the avoidance of doubt, no Option shall lapse pursuant to Rule 9.3(iii) in the event of any transfer of employment of a Participant between companies in the Group.

9.4 If a Participant ceases to be employed by our Group by reason of:

- (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
- (ii) redundancy;
- (iii) retirement at or after the legal retirement age;
- (iv) retirement before the legal retirement age with the consent of the Committee;

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- (v) the company by which he is employed or to which he is seconded, as the case may be, ceasing to be a company within our Group, or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within our Group; or
- (vi) his transfer to any government ministry, governmental or statutory body or corporation at the direction of any company within our Group,

or for any other reason approved in writing by the Committee, he may, at the absolute discretion of the Committee, exercise any unexercised Options within the relevant Option Period, and upon the expiry of such period, the Option shall immediately lapse and become null and void.

- 9.5 Where a Participant who is an Executive Director ceases to be an employee of our Group for any reason whatsoever, he may, at the absolute discretion of the Committee, exercise any unexercised Options within the relevant Option Period, and upon the expiry of such period, the Option shall immediately lapse and become null and void.
- 9.6 If a Participant dies and at the date of his death holds any unexercised Option, such Option may, at the absolute discretion of the Committee, be exercised by the duly appointed legal personal representatives of the Participant from the date of his death to the end of the relevant Option Period and upon the expiry of such period, the Option shall immediately lapse and become null and void.

10. TAKE-OVER AND WINDING-UP OF OUR COMPANY

- 10.1 Notwithstanding Rule 9 but subject to Rule 10.5, in the event of a take-over being made for the Shares, a Participant (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 9.1) shall be entitled to exercise in full or in part any Option held by him and as yet unexercised, in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:

- (i) the expiry of six (6) months thereafter, unless prior to the expiry of such 6-month period, at the recommendation of the offeror and with the approvals of the Committee and the SGX-ST, such expiry date is extended to a later date (being a date falling not later than the date of expiry of the Option Period relating thereto); or
- (ii) the date of the expiry of the Option Period relating thereto,

whereupon any Option then remaining unexercised shall immediately lapse and become null and void, provided always that if during such period the offeror becomes entitled or bound to exercise the rights of compulsory acquisition of the Shares under the provisions of the Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Participants until such specified date or the expiry of the Option Period relating thereto, whichever is earlier. Any Option not so exercised by the said specified date shall lapse and become null and void provided that the rights of acquisition or obligation to acquire shall have been exercised or performed, as the case may be. If such rights of acquisition or obligations have not been exercised or performed, all Options shall subject to Rule 9 remain exercisable until the expiry of the Option Period relating thereto.

- 10.2 If under the Act, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of our Company or its amalgamation with another company or companies, each Participant (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 9.1) shall be entitled, notwithstanding Rule 9 but subject to Rule 10.5, to exercise any Option then held by him during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of 60 days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Option Period relating thereto), whereupon the Option shall lapse and become null and void.

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- 10.3 If an order is made for the winding-up of our Company on the basis of its insolvency, all Options to the extent unexercised, shall lapse and become null and void.
- 10.4 In the event of a members' voluntary winding-up (other than amalgamation or reconstruction), the Participants (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 9.1) shall, subject to Rule 10.5, be entitled within 30 days of the passing of the resolution of such winding-up (but not after the expiry of the Option Period relating thereto), to exercise any unexercised Option, after which period such unexercised Option shall lapse and become null and void.
- 10.5 If in connection with the making of a general offer referred to in Rule 10.1 or the scheme for the reconstruction referred to in Rule 10.2 or the winding-up referred to in Rule 10.4, arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the continuation of their Options or the payment of cash or the grant of other Options or otherwise, a Participant holding an Option, as yet not exercised, may not, at the discretion of the Committee, be permitted to exercise that Option as provided for in this Rule 10.
- 10.6 To the extent that an Option is not exercised within the periods referred to in this Rule 10, it shall lapse and become null and void.

11. EXERCISE OF OPTIONS, ALLOTMENT OR TRANSFER AND LISTING OF SHARES

- 11.1 An Option may be exercised during the Option Period, in whole or in part (provided that an Option may be exercised in part only in respect of 100 Shares or any multiples thereof), by a Participant giving notice in writing to our Company in, or substantially in, the form set out in Schedule C (the "**Exercise Notice**"), each case being subject to such modifications as the Committee may from time to time determine. Every Exercise Notice must be accompanied by a remittance for the full amount of the aggregate Exercise Price in respect of the Shares which have been exercised under the Option, the relevant CDP charges (if any) and any other documentation the Committee may require. An Option shall be deemed to be exercised upon the receipt by our Company of the Exercise Notice duly completed, the relevant documentation required by the Committee and the aggregate Exercise Price.
- 11.2 All payments shall be made by cheque, cashier's order, bank draft or postal order made out in favour of our Company or such other mode of payment as may be acceptable to our Company.
- 11.3 Subject to:
- (i) such consents or other required actions of any competent authority under any regulations or enactments for the time being in force as may be necessary (including any approvals required from the SGX-ST); and
 - (ii) compliance with the Act, the Rules and the ~~Constitution-Memorandum and Articles of Association of our Company,~~

our Company shall, as soon as practicable after the exercise of an Option by a Participant but in any event within 10 Market Days after the date of the exercise of the Option in accordance with Rule 11.1, allot the relevant Shares or, as the case may be, transfer existing Shares (which includes where desired any Shares held by our Company as treasury shares), in respect of which such Option has been exercised by the Participant and where required, or as the case may be, within five (5) Market Days from the date of such allotment, despatch the relevant share certificates to CDP for the credit of the securities account of that Participant by ordinary post or such other mode of delivery as the Committee may deem fit.

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- 11.4 Our Company shall, if necessary, as soon as practicable after the exercise of an Option, apply to the SGX-ST and any other stock exchange on which the Shares are quoted or listed for permission to deal in and for quotation of the Shares which may be issued upon exercise of the Option and the Shares (if any) which may be issued to the Participant pursuant to any adjustments made in accordance with Rule 12.
- 11.5 Shares which are all allotted or transferred on the exercise of an Option by a Participant shall be issued or transferred, as the Participant may elect, in the name of CDP to the credit of the securities account of the Participant maintained with CDP, the Participant's securities sub-account with a CDP Depository Agent or the CPF investment account maintained with a CPF agent bank (as may be applicable).
- 11.6 Shares allotted and issued, and existing Shares procured by our Company for transfer, upon the exercise of an Option shall be subject to all provisions of the ~~Memorandum and Articles of Association of our Company Constitution~~ (including all provisions thereof relating to voting, dividend, transfer and other rights attached to such Shares, including those rights which arise from a liquidation of the Company, in each case to the extent applicable) and shall rank *pari passu* in all respects with the then existing issued Shares except for any dividends, rights, allotments or other distributions, the Record Date of which is prior to the date such Option is exercised.
- 11.7 Except as set out in Rule 11.3 and subject to Rule 12, an Option does not confer on a Participant any right to participate in any new issue of Shares.

12. ALTERATION OF CAPITAL

- 12.1 If a variation in the issued share capital of our Company (whether by way of a ~~capitalisation of profits or reserves~~ bonus or rights issue or reduction, subdivision, consolidation or distribution, or issues for cash or for shares or otherwise than for cash or otherwise howsoever) should take place, then:
- (a) the Exercise Price, class and/or number of Shares comprised in the Option to the extent unexercised and the rights attached thereto; and/or
 - (b) the class and/or number of Shares in respect of which additional Options may be granted to Participants,

shall be adjusted in such manner as the Committee may determine to be appropriate or equitable including retrospective adjustments where such variation occurs after the date of exercise of an Option but the Record Date relating to such variation precedes such date of exercise and, except in relation to a ~~capitalisation~~ bonus issue, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

- 12.2 Unless the Committee considers an adjustment to be appropriate or equitable, the following shall not be regarded as a circumstance requiring adjustment under the provisions of this Rule 12:
- (i) the issue of securities as consideration for an acquisition of any assets or private placement of securities by our Company;
 - (ii) the cancellation of issued Shares purchased or acquired by our Company by way of a market purchase of such Shares undertaken by our Company on Catalist during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force; or
 - (iii) the issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares pursuant to any share option schemes or share schemes of the Company (including the Performance Share Plan and this Scheme).

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12.3 Notwithstanding the provisions of Rule 12.1 above:

- (i) no such adjustment shall be made if as a result the Participant receives a benefit that a Shareholder does not receive; and
- (ii) any adjustment must (except in relation to a ~~capitalisation-bonus~~ issue) be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

12.4 Upon any adjustment required to be made, our Company shall notify each Participant (or his duly appointed personal representative(s)) in writing and deliver to him (or, where applicable, his duly appointed personal representative(s)) a statement setting forth the new Exercise Price thereafter in effect and the class and/or number of Shares thereafter comprised in the Option so far as unexercised and the maximum entitlement in any one Financial Year. Any adjustment shall take effect upon such written notification being given.

12.5 The restriction on the number of Shares to be offered to any Grantee under Rule 5 above, shall not apply to the number of additional Shares or Options over additional Shares issued by virtue of any adjustment to the number of Shares and/or Options pursuant to this Rule 12.

13. ADMINISTRATION

13.1 This Scheme shall be administered by the Committee at its absolute discretion with such powers and duties as are conferred on it by the Board, provided that no member of the Committee shall participate in any deliberation or decision in respect of Options granted or to be granted to him.

13.2 The Committee shall have the power, from time to time, to make or vary such arrangements, guidelines and/or regulations (not being inconsistent with this Scheme) for the implementation and administration of this Scheme as it thinks fit including, but not limited to, imposing restrictions on the number of Options that may be exercised within particular sections of the relevant Option Period.

13.3 Any decision or determination of the Committee, made pursuant to any provision of this Scheme (other than a matter to be certified by the Auditors), shall be final, binding and conclusive (including any decisions pertaining to quantum of discount applicable to an Incentive Option or to disputes as to the interpretation of this Scheme or any rule, regulation, or procedure thereunder or as to any rights under this Scheme). The Committee shall not be required to furnish any reasons for any decision or determination made by it.

14. NOTICES AND ANNUAL REPORT

14.1 Any notice given by a Participant to our Company shall be sent by post or delivered to the registered office of our Company or such other address as may be notified by our Company to the Participant in writing.

14.2 Any notice, documents or correspondence given by our Company to a Participant shall be sent to the Participant by hand or sent to him at his home address stated in the records of the Company or the last known address of the Participant, and if sent by post shall be deemed to have been given on the day immediately following the date of posting.

14.3 Our Company shall in relation to this Scheme, as required by law, the SGX-ST or other relevant authority, make the following disclosures in its annual report to Shareholders:

- (i) the names of the members of the Committee administering this Scheme;

ANNEX A
RULES OF THE SHARE OPTION SCHEME

- (ii) the information required in the table below for the following Participants (which for the avoidance of doubt, shall include Participants who have exercised all their Options in any particular Financial Year):
- (a) Participants who are Directors;
 - (b) Participants who are Controlling Shareholders and their Associates; and
 - (c) Participants, other than those in (i) and (ii) above, who received 5.0% or more of the total number of Options available under this Scheme;

Name of Participant	Options granted during Financial Year under review (including terms)	Aggregate Options granted since commencement of the Scheme to end of Financial Year under review	Aggregate Options exercised since commencement of the Scheme to end of Financial Year under review	Aggregate Options Outstanding as at the end of Financial Year under review

- (iii) in respect of Options granted to directors and employees of the parent company and its subsidiaries (if any):

- (a) the names of and number and terms of Options granted to each director or employee of the parent company and its subsidiaries who receives 5.0% or more of the total number of Options available to all directors and employees of the parent company and its subsidiaries under this Scheme, during the Financial Year under review; and
- (b) the aggregate number of Options granted to the directors and employees of the parent company and its subsidiaries for the Financial Year under review, and since the commencement of this Scheme to the end of the Financial Year under review;

- ~~(iii)~~(iv) the number and proportion of Incentive Options granted at the following discounts to the Market Price in the Financial Year under review:

- (a) Incentive Options granted at up to 10.0% discount; and
- (b) Incentive Options granted at between 10.0% but not more than 20.0% discount;

- ~~(iv)~~(v) such other information as may be required by the Catalist Rules or the Act; and

- ~~(v)~~(vi) an appropriate negative statement in the event the disclosure of any of the abovementioned information is not applicable.

15. MODIFICATIONS TO THIS SCHEME

15.1 Any or all of the provisions of this Scheme may be modified and/or altered at any time and from time to time by resolution of the Committee except that:

- (i) any modification or alteration which would be to the advantage of Participants under this Scheme shall be subject to the prior approval of Shareholders at a general meeting; and

ANNEX A

RULES OF THE SHARE OPTION SCHEME

- (ii) no modification or alteration shall be made without due compliance with the Catalist Rules, the prior approval of the SGX-ST or (if required) any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities as may be necessary.

For the purposes of Rule 15.1(i), the opinion of the Committee as to whether any modification or alteration would alter adversely the rights attaching to any Option shall be final and conclusive.

15.2 Notwithstanding anything to the contrary contained in Rule 15.1, the Committee may at any time by resolution (and without any other formality save for the prior approval of the SGX-ST) amend or alter this Scheme in any way to the extent necessary to cause this Scheme to comply with any statutory provision or the provisions or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).

15.3 Written notice of any modification or alteration made in accordance with this Rule 15 shall be given to all Participants.

16. TERMS OF EMPLOYMENT UNAFFECTED

16.1 This Scheme or any Option shall not form part of any contract of employment between our Company, or any Company within our Group and any Participant and the rights and obligations of a Participant under the terms of the office or employment with such company within our Group shall not be affected by his participation in this Scheme or any right which he may have to participate in it or any Option which he may hold and this Scheme or any Option shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever.

16.2 This Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against our Company or our Group directly or indirectly or give rise to any cause of action at law or in equity against our Company and/or our Group.

17. DURATION OF THIS SCHEME

17.1 This Scheme shall continue to be in force at the discretion of the Committee, for a maximum period of 10 years commencing on the Adoption Date. ~~Subject to compliance with any applicable laws and regulations in Singapore, provided always that~~ this Scheme may be continued beyond the above stipulated period with the approval of the Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required and subject to compliance with any applicable laws and regulations in Singapore.

17.2 This Scheme may be terminated at any time by the Committee or by resolution of the Shareholders at a general meeting subject to all other relevant approvals which may be required and if this Scheme is so terminated, no further Options shall be offered by our Company hereunder.

17.3 The termination, discontinuance or expiry of this Scheme shall be without prejudice to the rights accrued to Options which have been granted and accepted as provided in Rule 7.2, whether such Options have been exercised (whether fully or partially) or not.

18. TAXES

All taxes (including income tax) arising from the exercise of any Option granted to any Participant under this Scheme shall be borne by the Participant.

ANNEX A
RULES OF THE SHARE OPTION SCHEME

19. COSTS AND EXPENSES OF THIS SCHEME

- 19.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment or transfer of any Shares pursuant to the exercise of any Option in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP or the Participant's securities sub-account with a CDP Depository Agent or CPF investment account with a CPF agent bank.
- 19.2 Save for the taxes referred to in Rule 18 and such costs and expenses expressly provided in this Scheme to be payable by the Participants, all fees, costs, and expenses incurred by our Company in relation to this Scheme including but not limited to the fees, costs and expenses relating to the ~~issue and allotment~~ and issue, or transfer, of the Shares pursuant to the exercise of any Option shall be borne by the Company.

20. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained and subject to the Act, the Board, the Committee and our Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in respect of any matter under or in connection with this Scheme including but not limited to our Company's delay or failure in issuing and allotting or transferring the Shares or in applying for or procuring the listing of and quotation for the Shares on Catalist in accordance with Rule 11.4 (and any other stock exchanges on which the Shares are quoted or listed).

21. ABSTENTION FROM VOTING

Shareholders who are eligible to participate in this Scheme are to abstain from voting on any Shareholders' resolution relating to the Scheme and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the proxy form on how the vote is to be cast. In particular, Shareholders who are eligible to participate in the Scheme shall abstain from voting on the following resolutions, where applicable: (i) implementation of the Scheme; (ii) the maximum discount which may be given in respect of any Option; and (iii) participation by and grant of Options to Controlling Shareholders and Associates of Controlling Shareholder(s).

22. DISPUTES

For the avoidance of doubt, any dispute or difference of any nature in connection with this Scheme shall be referred to the Committee and its decision shall be final and binding in all respects.

23. CONDITION OF OPTION

Every Option shall be subject to the condition that no Shares shall be issued and/or transferred pursuant to the exercise of an Option if such issue and/or transfer would be contrary to any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country having jurisdiction in relation to the issue and/or transfer of Shares hereto.

24. GOVERNING LAW

This Scheme shall be governed by and construed in accordance with the laws of the Republic of Singapore. Our Company and the Participants, by accepting the offer of the grant of Options in accordance with this Scheme, submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

ANNEX A
RULES OF THE SHARE OPTION SCHEME

SCHEDULE A

JUMBO EMPLOYEE SHARE OPTION SCHEME

LETTER OF OFFER

Serial No: _____

Date: _____

To: [Name]
[Designation]
[Address]

PRIVATE AND CONFIDENTIAL

Dear Sir/ Madam

We are pleased to inform you that you have been nominated to participate in the Jumbo Employee Share Option Scheme (the “**Scheme**”) by the Committee appointed by the Board of Directors of Jumbo Group Limited (the “**Company**”) to administer the Scheme. Terms as defined in the Scheme shall have the same meaning when used in this Letter.

Accordingly, an offer is hereby made to grant you an Option, in consideration of the payment of a sum of S\$1.00, to subscribe for and be allotted and/or transferred _____ Shares at the Exercise Price of S\$ _____ per Share. The Option shall be subject to the terms of this Letter of Offer and the Scheme (as the same may be amended from time to time pursuant to the terms and conditions of the Scheme). A copy of the Scheme is available for inspection at the business address of the Company.

The Option is personal to you and may not be sold, mortgaged, transferred, charged, assigned, pledged or otherwise disposed of or encumbered in whole or in part, except with the prior approval of the Committee.

If you wish to accept the offer, please sign and return the enclosed Acceptance Form with a sum of S\$1.00 not later than 5.00 p.m. on _____ failing which this offer will forthwith lapse.

Yours faithfully
for and on behalf of
Jumbo Group Limited

Name:
Designation:

ANNEX A
RULES OF THE SHARE OPTION SCHEME

SCHEDULE B

JUMBO EMPLOYEE SHARE OPTION SCHEME

ACCEPTANCE FORM

Serial No: _____

Date: _____

To: The Committee
Jumbo Employee Share Option Scheme
c/o The Company Secretary
Jumbo Group Limited
~~7-4 Kaki Bukit Road~~ Avenue 1
~~#05-01/02#03-08~~
Singapore ~~415937~~ 417939

Closing Time and Date for Acceptance of Offer	:	_____
No. of Shares in respect of which Option is Offered	:	_____
Exercise Price per Share	:	<u>S\$</u> _____
Total Amount Payable on acceptance of Option (exclusive of the relevant CDP charges (as defined below))	:	<u>S\$</u> _____

I have read your Letter of Offer dated _____ (the "**Offering Date**") and agree to be bound by the terms thereof and of the Jumbo Employee Share Option Scheme ("**Scheme**") stated therein. I confirm that my acceptance of the Option will not result in the contravention of any applicable law or regulation in relation to the ownership of shares in the Company or options to subscribe for such shares.

I hereby accept the Option to subscribe for _____ ordinary shares in the capital of Jumbo Group Limited (the "**Company**") (the "**Shares**") at S\$ _____ per Share and enclose a *cheque/banker's draft/cashier's order/postal order no. for S\$ _____ being payment for the purchase of the Option.

I understand that I am not obliged to exercise the Option.

I also understand that I shall be responsible for all the fees of The Central Depository (Pte) Limited ("**CDP**") relating to or in connection with the issue and allotment and/or transfer of any Shares in CDP's name, the deposit of share certificate(s) with CDP, my securities account with CDP or my securities sub-account with a Depository Agent or CPF investment account with a CPF agent bank (collectively, the "**CDP Charges**").

ANNEX A
RULES OF THE SHARE OPTION SCHEME

I confirm as at the date hereof:

- (a) I am not less than 21 years old and not an undischarged bankrupt, nor have I entered into a composition with any of my creditors;
- (b) I satisfy the eligibility requirements to participate in the Scheme as defined in Rule 4 of the Scheme; and
- (c) I satisfy the other requirements to participate in the Scheme as set out in the Rules of the Scheme.

I hereby acknowledge that you have not made any representation or warranty or given me any expectation of employment or continued employment to induce me to accept the offer and that the terms of the Letter of Offer and this Acceptance Form constitute the entire agreement between us relating to the offer. I agree to keep all information pertaining to the grant of the Option to me confidential.

PLEASE PRINT IN BLOCK LETTERS

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

*NRIC/Passport No. : _____

Signature : _____

Date : _____

Note:
** Delete where inapplicable*

ANNEX A
RULES OF THE SHARE OPTION SCHEME

SCHEDULE C

JUMBO EMPLOYEE SHARE OPTION SCHEME

EXERCISE NOTICE

To: The Committee
Jumbo Employee Share Option Scheme
c/o The Company Secretary
Jumbo Group Limited
~~7-4 Kaki Bukit Road~~ Avenue 1
~~#05-01/02~~ #03-08
Singapore ~~415937~~ 417939

Total Number of ordinary shares (the “ Shares ”) at S\$ _____ per Share under an option granted on _____ (the “ Offering Date ”) :	_____
Number of Shares previously allotted and issued or transferred thereunder :	_____
Outstanding balance of Shares which may be allotted and issued or transferred thereunder :	_____
Number of Shares now to be subscribed and/or acquired (in multiples of 100) :	_____

1. Pursuant to your Letter of Offer dated _____ and my acceptance thereof, I hereby exercise the Option to subscribe for Shares in Jumbo Group Limited (the “**Company**”) at S\$ _____ per Share.

2. I hereby request the Company to allot and issue or transfer to me the number of Shares specified in paragraph 1 in the name of The Central Depository (Pte) Limited (“**CDP**”) to the credit of my “Securities Account with CDP/*Securities Sub-Account with a Depository Agent/* CPF investment account with a CPF Agent Bank specified below and to deliver the share certificates relating thereto to CDP at my own risk. I further agree to bear such fees or other charges as may be imposed by CDP/ CPF (the “**CDP charges**”) and any stamp duties in respect thereof:

*(a) Direct Securities Account Number : _____

*(b) Securities Sub-Account Number : _____

Name of CDP Depository Age : _____

*(c) CPF Investment Account Number : _____

Name of CPF Agent Bank : _____

ANNEX A
RULES OF THE SHARE OPTION SCHEME

3. I enclose a *cheque/cashier's order/bank draft/postal order no. _____ for S\$ _____ in payment for Exercise Price of S\$ _____ for the total number of the said Shares and the applicable CDP charges.
4. I agree to subscribe for the Shares subject to the terms of the Letter of Offer, the Jumbo Employee Share Option Scheme (as the same may be amended pursuant to the terms thereof from time to time) and the ~~Memorandum and Articles of Association of the Company~~ Constitution.
5. I declare that I am subscribing for the Shares for myself and not as a nominee for any other person.

PLEASE PRINT IN BLOCK LETTERS

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

*NRIC/Passport No. : _____

Signature : _____

Date : _____

Note:
** Delete where inapplicable*

ANNEX B

RULES OF THE PERFORMANCE SHARE PLAN

1. NAME OF THE PLAN

The Performance Share Plan shall be called the “Jumbo Performance Share Plan”.

2. DEFINITIONS

In this Plan, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Act”	The Companies Act, Chapter 50, 1967 of Singapore as amended, modified or supplemented from time to time
“Articles”	The Articles of our Company, as amended from time to time
“Adoption Date”	The date on which this Plan is adopted by our Company in general meeting
“Auditors”	The auditors of our Company for the time being
“Award”	A contingent award of Shares granted under Rule 5
“Award Date”	In relation to an Award, the date on which the Award is granted pursuant to Rule 5
“Award Letter”	A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee
“Board”	The Board of Directors of our Company for the time being
“Catalist”	The Catalist Board of the SGX-ST
“Catalist Rules”	Section B: Rules of Catalist of the Listing Manual of the SGX-ST, as amended, modified or supplemented from time to time
“CDP”	The Central Depository (Pte) Limited
“Committee”	The remuneration committee of our Board, or such other committee comprising Directors duly authorised and appointed by our Board to administer this Plan
“Company”	Jumbo Group Limited
“Constitution”	<u>The constitution of the Company, as amended, modified or supplemented from time to time</u>
“Control”	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of our Company
“Controlling Shareholder”	A Shareholder who: (a) holds directly or indirectly 15.0% or more of the <u>nominal amount of all voting shares in the Company, total number of issued Shares (excluding Shares held by the Company as treasury shares) (unless otherwise determined by the The SGX-ST may determine</u> that a person who satisfies this subparagraph is not a Controlling Shareholder); or (b) in fact exercises Control over the Company

ANNEX B
RULES OF THE PERFORMANCE SHARE PLAN

<i>“CPF”</i>	Central Provident Fund
<i>“Executive”</i>	An employee of our Group (including any Executive Director who meets the relevant age and rank criteria) selected by the Committee to participate in the Plan in accordance with Rule 4
<i>“Executive Director”</i>	A director of our Company and/or any of its Subsidiaries, as the case may be, who performs an executive function
<i>“Group”</i>	Our Company and its Subsidiaries (as they may exist from time to time)
<i>“Market Value”</i>	In relation to a Share, on any day: (a) the average price of a Share on the SGX-ST over the last five (5) Trading Days immediately preceding such day; or (b) if the Committee is of the opinion that the Market Value as determined in accordance with (a) above is not representative of the value of a Share, such price as the Committee may determine, such determination to be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable
<i>“Participant”</i>	A person who is selected by the Committee to participate in this Plan in accordance with the provisions herein
<i>“Performance Condition”</i>	In relation to an Award, the condition specified on the Award Date in relation to that Award
<i>“Performance Period”</i>	The period, as may be determined by the Committee at its absolute discretion, during which the Performance Condition is to be satisfied
<i><u>“Plan” or “Performance Share Plan”</u></i>	The Jumbo Performance Share Plan, as the same may be modified or altered from time to time
<i>“Record Date”</i>	The date <u>fixed by the Company for the purpose of determining entitlements to as at the close of business on which the Shareholders must be registered in order to participate in any dividends, rights, allotments or other distributions of holders of its securities</u>
<i>“Release”</i>	In relation to an Award, the release at the end of the Performance Period relating to that Award of all or some of the Shares to which that Award relates in accordance with Rule 7 and, to the extent that any Shares which are the subject of the Award are not released pursuant to Rule 7, the Award in relation to those Shares shall lapse accordingly, and “Released” shall be construed accordingly
<i>“Release Schedule”</i>	In relation to an Award, a schedule in such form as the Committee shall approve, setting out the extent to which Shares which are the subject of that Award shall be Released on the Performance Condition being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period

ANNEX B

RULES OF THE PERFORMANCE SHARE PLAN

<i>“Released Award”</i>	An Award which has been released in accordance with Rule 7
<i>“Retention Period”</i>	In relation to an Award, such period commencing on the Vesting Date in relation to that Award as may be determined by the Committee on the Award Date
<i>“SGX-ST”</i>	The Singapore Exchange Securities Trading Limited
<i>“Shares”</i>	Ordinary shares in the capital of our Company
<i>“Share Option Scheme”</i>	The Jumbo Employee Share Option Scheme, as amended or modified from time to time
<i>“Shareholders”</i>	The registered holders of Shares except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the persons to whose securities accounts maintained with CDP are credited with the Shares
<i>“Subsidiary”</i>	A company which is for the time being a subsidiary of our Company as defined by Section 5 of the Act
<i>“Trading Day”</i>	A day on which the Shares are traded on Catalist
<i>“Vesting”</i>	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and “Vest” and “Vested” shall be construed accordingly
<i>“Vesting Date”</i>	In relation to Shares which are the subject of a Released Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have Vested pursuant to Rule 7

Currencies and Units

<i>“%”</i>	Per centum or percentage
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The terms **“Depositor”**, **“Depository Register”** and **“Depository Agent”** shall have the meanings ascribed to them respectively by Section 130A 81SF of the Securities and Futures Act 2001 of Singapore.

The terms **“Associate”**, **“subsidiary holdings”** and **“treasury shares”** shall have the meaning ascribed to ~~it~~them respectively by the Catalist Rules.

Words denoting the singular shall, where applicable, include the plural and *vice versa* and words denoting the masculine gender shall, where applicable, include the feminine and neuter gender. References to persons shall include corporations. References to Rules shall be construed as references to Rules of this Plan.

Any reference in this Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act or any statutory modification thereof and used in this Plan shall, where applicable, have the same meaning assigned to it under the Act.

Any reference in this Plan to a time of day shall be a reference to Singapore time unless otherwise stated.

ANNEX B

RULES OF THE PERFORMANCE SHARE PLAN

3. OBJECTIVES OF THE PLAN

The Plan has been proposed in order to:

- (i) foster an ownership culture within our Group which aligns the interests of Executives with the interests of Shareholders;
- (ii) motivate Participants to achieve key financial and operational goals of the Company and/or their respective business units; and
- (iii) make key employee remuneration sufficiently competitive to recruit and retain staff whose contributions are important to the long-term growth and profitability of the Group.

4. ELIGIBILITY OF PARTICIPANTS

4.1 Executives who have attained the age of 21 years and hold such rank as may be designated by the Committee from time to time shall be eligible to participate in the Plan at the absolute discretion of the Committee, provided that such persons shall not be undischarged bankrupts or have entered into a composition with his creditors.

4.2 Controlling Shareholders and their Associates (notwithstanding that they may meet the eligibility criteria in Rule 4.1 above) shall not participate in the Plan unless each of the following:

- (i) their participation; and
- (ii) the actual ~~or maximum~~ number of Shares comprised in the Award to be issued or transferred to them and the terms of any Awards to be granted to them,

has been approved by independent Shareholders in a general meeting in separate resolutions for each such person, and in respect of each such person, in separate resolutions for each of (i) his participation; and (ii) the actual ~~or maximum~~ number of Shares and terms of any Awards to be granted to him, provided always that it shall not be necessary to obtain the approval of the independent Shareholders for the participation in this Plan of a Controlling Shareholder or his Associate who is, at the relevant time, already a Participant. Controlling Shareholders and/or Associates of Controlling Shareholder(s) shall abstain from voting on any resolution in relation to their participation in the Performance Share Plan.

For the purposes of obtaining such approval from the independent Shareholders, our Company shall procure that the letter to Shareholders in connection therewith shall set out (a) ~~clear the~~ justifications for the participation of such Controlling Shareholders or Associates of Controlling Shareholders; and (b) ~~clear the~~ rationale for the terms of the Awards to be granted to such Controlling Shareholders or Associates of Controlling Shareholder(s).

4.3 Save as prescribed by the Catalist Rules, there shall be no restriction on the eligibility of any Participant to participate in any other share option or share incentive scheme, implemented or to be implemented by any company within our Group.

4.4 Subject to the Act and any requirement of the SGX-ST and/or any other stock exchange on which the Shares are ~~may be~~ listed or quoted, the terms of eligibility for participation in the Plan may be amended from time to time at the absolute discretion of the Committee.

ANNEX B
RULES OF THE PERFORMANCE SHARE PLAN

5. GRANT OF AWARDS

- 5.1 Except as provided in Rule 8, the Committee may, at its absolute discretion, grant Awards to Executives at any time during the period when the Plan is in force, provided that no Participant who is a member of the Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him.
- 5.2 The number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Plan shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as his rank, job performance and potential for future development, his contribution to the success and development of our Group and the extent of effort with which the Performance Condition may be achieved within the Performance Period.
- 5.3 The Committee shall decide in relation to an Award:
- (i) the Participant;
 - (ii) the Award Date;
 - (iii) the Performance Period;
 - (iv) the number of Shares which are the subject of the Award;
 - (v) the Performance Condition;
 - (vi) the Release Schedule; and
 - (vii) any other condition(s) which the Committee may determine in relation to that Award.
- 5.4 The Committee may amend or waive the Performance Period, the Performance Condition and/or the Release Schedule in respect of any Award:
- (i) in the event of a take-over offer being made for the Shares or if Shareholders or, under the Act, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies or in the event of a proposal to liquidate or sell all or substantially all of the assets of the Company; or
 - (ii) if anything happens which causes the Committee to conclude that:
 - (a) a changed Performance Condition and/or Release Schedule would be a fairer measure of performance, and would be no less difficult to satisfy; or
 - (b) the Performance Condition and/or Release Schedule should be waived, and shall notify the Participants of such change or waiver.
- 5.5 As soon as reasonably practicable after making an Award the Committee shall send to each Participant an Award Letter confirming the Award and specifying in relation to the Award:
- (i) the Award Date;
 - (ii) the Performance Period;
 - (iii) the number of Shares which are the subject of the Award;
 - (iv) the Performance Condition;

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- (v) the Release Schedule; and
- (vi) any other condition which the Committee may determine in relation to that Award.

5.6 Participants are not required to pay for the grant of Awards.

5.7 An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the issue and/or transfer to the Participant of the Shares to which the Released Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award without the prior approval of the Committee, that Award or Released Award shall immediately lapse.

6. EVENTS PRIOR TO THE VESTING DATE

6.1 An Award shall, to the extent not yet Released, immediately lapse without any claim whatsoever against our Company arising therefrom:

- (i) in the event of misconduct on the part of the Participant as determined by the Committee at its absolute discretion;
- (ii) subject to Rule 6.2(ii), upon the Participant ceasing to be in the employment of our Group for any reason whatsoever; or
- (iii) in the event of an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency.

For the purpose of Rule 6.1(ii), the Participant shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

6.2 In any of the following events, namely:

- (i) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of an Award;
- (ii) where the Participant ceases to be in the employment of our Group by reason of:
 - (a) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (b) redundancy;
 - (c) retirement at or after the legal retirement age;
 - (d) retirement before the legal retirement age with the consent of the Committee;
 - (e) the company by which he is employed or to which he is seconded, as the case may be, ceasing to be a company within our Group or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within our Group;
 - (f) (where applicable) his transfer of employment between companies within our Group; or
 - (g) his transfer to any government ministry, governmental or statutory body or corporation at the direction of any company within our Group;

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- (iii) the death of a Participant; or
- (iv) any other event approved by the Committee,

the Committee may, at its absolute discretion, preserve all or any part of any Award and decide as soon as reasonably practicable following such event either to Vest some or all of the Shares which are the subject of any Award or to preserve all or part of any Award until the end of the Performance Period and subject to the provisions of the Plan. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the Performance Condition has been satisfied.

6.3 Without prejudice to the provisions of Rule 5.4, if before the Vesting Date, any of the following occurs:

- (i) a take-over offer for the Shares becomes or is declared unconditional;
- (ii) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of our Company or its amalgamation with another company or companies being approved by Shareholders and/or sanctioned by the court under the Act; or
- (iii) an order being made or a resolution being passed for the winding up of our Company (other than as provided in Rule 6.1(iii) or for amalgamation or reconstruction),

the Committee will consider, at its absolute discretion, whether or not to Release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to Release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will have regard to the proportion of the Performance Period that has lapsed and the extent to which the Performance Condition has been satisfied. Where Awards are Released, the Committee will, as soon as practicable after the Awards have been Released, procure the issue and/or transfer to each Participant of the number of Shares so determined, such issue and/or transfer to be made in accordance with Rule 7. If the Committee so determines, the Release of Awards may be satisfied in cash as provided in Rule 7.

7. RELEASE OF AWARDS

7.1 Review of Performance Condition

- (i) As soon as reasonably practicable after the end of each Performance Period, the Committee shall review the Performance Condition specified in respect of each Award and determine at its absolute discretion whether it has been satisfied and, if so, the extent to which it has been satisfied, and provided that the relevant Participant has continued to be an Executive from the Award Date up to the end of the Performance Period, shall Release to that Participant all or part (as determined by the Committee at its absolute discretion in the case where the Committee has determined that there has been partial satisfaction of the Performance Condition) of the Shares to which his Award relates in accordance with the Release Schedule specified in respect of his Award on the Vesting Date. If not, the Awards shall lapse and be of no value.

If the Committee determines in its sole discretion that the Performance Condition has not been satisfied or (subject to Rule 6) if the relevant Participant has not continued to be an Executive from the Award Date up to the end of the relevant Performance Period, that Award shall lapse and be of no value and the provisions of Rules 7.2 to 7.4 shall be of no effect.

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The Committee shall have the discretion to determine whether the Performance Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make computational adjustments to the audited results of our Company or our Group to take into account such factors as the Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events, and further the right to amend the Performance Condition if the Committee decides that a changed performance target would be a fairer measure of performance.

- (ii) Shares which are the subject of a Released Award shall be Vested to a Participant on the Vesting Date, which shall be a Trading Day falling as soon as practicable after the review by the Committee referred to in Rule 7.1(i) and, on the Vesting Date, the Company will issue and/or procure the transfer to each Participant of the number of Shares so determined.
- (iii) Where new Shares are to be issued upon the Vesting of any Award, our Company shall, as soon as practicable after such Vesting, apply to the SGX-ST for permission to deal in and for quotation of such Shares.

7.2 Release of Award

On Vesting of the Award, after the end of each Performance Period, our Company has the discretion to determine whether to issue new Shares or to procure the transfer of existing Shares, or a combination of both methods to the Participant. Shares which are issued and/or transferred on the Release of an Award to a Participant shall be issued in the name of, or transferred to, CDP to the credit of the securities account of that Participant maintained with CDP, the securities sub-account of that Participant maintained with a Depository Agent, or the CPF investment account maintained with a CPF agent bank, in each case, as designated by that Participant (as may be applicable).

7.3 Ranking of Shares

New Shares allotted and issued, and existing Shares procured by our Company for transfer, on the Release of an Award shall:

- (i) be subject to all the provisions of the Memorandum and Articles of our Company Constitution (including all provisions thereof relating to voting, dividend, transfer and other rights attached to such Shares, including those rights which arise from a liquidation of the Company, in each case to the extent applicable); and
- (ii) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

7.4 Cash Awards

The Committee, at its absolute discretion, may determine to make a Release of an Award, wholly or partly, in the form of cash rather than Shares, in which event the Participant shall receive on the Vesting Date, in lieu of all or part of the Shares which would otherwise have been issued and/or transferred to him on Release of his Award, the aggregate Market Value of such Shares on the Vesting Date.

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7.5 Moratorium

Shares which are issued and/or transferred to a Participant pursuant to the Release of an Award shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, during the Retention Period, except to the extent set out in the Award Letter or with the prior approval of the Committee. Our Company may take steps that it considers necessary or appropriate to enforce or give effect to this disposal restriction including specifying in the Award Letter the conditions which are to be attached to an Award for the purpose of enforcing this disposal restriction.

8. LIMITATION ON THE SIZE OF THE PLAN

- 8.1 The aggregate number of Shares which may be issued or transferred pursuant to Awards granted under the Plan on any date, when added to the number of Shares issued or issuable and/or transferred or transferable in respect of all Awards granted under this Plan and the number of Shares issued or issuable and/or transferred or transferable in respect of all options or awards granted under any other share option schemes or share schemes of the Company (including the Share Option Scheme), shall not exceed 15.0% of the total number of issued Shares (excluding ~~Shares held by the Company as treasury shares and subsidiary holdings~~) on the day immediately preceding such grant of Awards.
- 8.2 The aggregate number of Shares which may be issued and/or transferred pursuant to all Awards granted under this Plan to Controlling Shareholders and their Associates shall not exceed 25.0% of the total number of Shares available under this Plan.
- 8.3 The number of Shares which may be issued and/or transferred pursuant to all Awards granted under this Plan to each Controlling Shareholder or his Associate shall not exceed 10.0% of the Shares available under this Plan.
- 8.4 Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee under this Plan.

9. ALTERATION OF CAPITAL

- 9.1 If a variation in the issued share capital of our Company (whether by way of a ~~capitalisation of profits or reserves~~ bonus or rights issue or reduction, subdivision, consolidation or distribution, or issues for cash or for shares or otherwise than for cash or otherwise howsoever) should take place, then:
- (i) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested;
 - (ii) the class and/or number of Shares which are the subject of future Awards which may be granted to Participants; and/or
 - (iii) the maximum number of Shares which may be issued pursuant to Awards granted under this Plan,

shall be adjusted in such manner as the Committee may determine to be appropriate or equitable including retrospective adjustments where such variation occurs after the Vesting of an Award but the Record Date relating to such variation precedes such date of Vesting and, except in relation to a ~~capitalisation~~ bonus issue, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

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- 9.2 Unless the Committee considers an adjustment to be appropriate or equitable, the following shall not be regarded as a circumstance requiring adjustment under the provisions of this Rule 9:
- (i) the issue of securities as consideration for an acquisition of any assets or private placement of securities by our Company;
 - (ii) the cancellation of issued Shares purchased or acquired by our Company by way of a market purchase of such Shares undertaken by our Company on Catalist during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force; or
 - (iii) the issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares pursuant to any share option schemes or share schemes of the Company (including the Share Option Scheme and this Plan).
- 9.3 Notwithstanding the provisions of Rule 9.1 above:
- (i) no such adjustment shall be made if as a result the Participant receives a benefit that a Shareholder does not receive; and
 - (ii) any adjustment (except in relation to a ~~capitalisation~~ bonus issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.
- 9.4 Upon any adjustment required to be made pursuant to this Rule 9, our Company shall notify each Participant (or his duly appointed personal representative(s)) in writing and deliver to him (or, where applicable, his duly appointed personal representative(s)) a statement setting forth the class and/or number of Shares thereafter to be issued and/or transferred on the Vesting of an Award and the maximum entitlement in any one Financial Year. Any adjustment shall take effect upon such written notification being given.
- 9.5 The restriction on the number of Shares to be issued and/or transferred pursuant to Awards granted under the Plan under Rule 8 above, shall not apply to the number of additional Shares or Awards over additional Shares issued by virtue of any adjustment to the number of Shares and/or Awards pursuant to this Rule 9.
- 10. ADMINISTRATION OF THE PLAN**
- 10.1 The Plan shall be administered by the Committee at its absolute discretion with such powers and duties as are conferred on it by the Board, provided that no member of the Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him.
- 10.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan, to give effect to the provisions of the Plan and/or to enhance the benefit of the Awards and the Released Awards to the Participants, as it may, at its absolute discretion, think fit.
- 10.3 Neither the Plan nor the grant of Awards under the Plan shall impose on our Company or the Committee or any of its members any liability whatsoever in connection with:
- (i) the lapsing of any Awards pursuant to any provision of this Plan;
 - (ii) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under this Plan; and/or
 - (iii) any decision or determination of the Committee made pursuant to any provision of this Plan.

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10.4 Any decision or determination of the Committee made pursuant to any provision of this Plan (other than a matter to be certified by the Auditors) shall be final, binding and conclusive (including for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the Plan or any rule, regulation or procedure hereunder or as to any rights under the Plan). The Committee shall not be required to furnish any reasons for any decision or determination made by it.

11. NOTICES AND ANNUAL REPORT

11.1 Any notice given by a Participant to our Company shall be sent by post or delivered to the registered office of our Company or such other address as may be notified by our Company to the Participant in writing.

11.2 Any notice, documents or correspondence given by our Company to a Participant shall be sent to the Participant by hand or sent to him at his home address stated in the records of the Company or the last known address of the Participant, and if sent by post shall be deemed to have been given on the day immediately following the date of posting.

11.3 Our Company shall in relation to this Plan, as required by law, the SGX-ST or other relevant authority, make the following disclosures in its annual report to Shareholders:

- (i) the names of the members of the Committee administering this Plan;
- (ii) the information required in the table below for the following Participants:
 - (a) Participants who are Directors;
 - (b) Participants who are Controlling Shareholders and their Associates; and
 - (c) Participants, other than those in (a) and (b) above, who received 5.0% or more of the total number of Shares to be comprised in Awards available under this Plan;

Name of Participant	Aggregate number of Shares comprised in Awards granted during Financial Year under review (including terms)	Aggregate number of Shares comprised in Awards granted since commencement of the Plan to end of Financial Year under review	Aggregate number of Shares comprised in Awards which have been issued and/or transferred pursuant to the Vesting of Awards since commencement of the Plan to end of Financial Year under review	Aggregate number of Shares comprised in Awards which have not been Released as at the end of the Financial Year under review

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(iii) in respect of Awards granted to directors and employees of the parent company and its subsidiaries (if any):

(a) the names of and number and terms of Awards granted to each director or employee of the parent company and its subsidiaries who receives 5.0% or more of the total number of Awards available to all directors and employees of the parent company and its subsidiaries under the Performance Share Plan, during the financial year under review; and

(b) the aggregate number of Awards granted to the directors and employees of the parent company and its subsidiaries for the financial year under review, and since the commencement of the Performance Share Plan to the end of the financial year under review;

(iii)(iv) such other information as may be required by the Catalist Rules or the Act; and

(iv)(v) an appropriate negative statement in the event the disclosure of any of the abovementioned information is not applicable.

12. MODIFICATIONS TO THE PLAN

12.1 Any or all the provisions of the Plan may be modified and/or altered at any time and from time to time by a resolution of the Committee, except that:

- (i) any modification or alteration which would be to the advantage of Participants under this Plan except with the prior approval of Shareholders at a general meeting; and
- (ii) no modification or alteration shall be made without the prior approval of the SGX-ST or (if required) any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities as may be necessary.

For the purposes of Rule 12.1(i), the opinion of the Committee as to whether any modification or alteration would adversely affect the rights attached to any Award shall be final and conclusive.

12.2 Notwithstanding anything to the contrary contained in Rule 12.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST) amend or alter the Plan in any way to the extent necessary to cause the Plan to comply with any statutory provision or the provisions or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).

12.3 Written notice of any modification or alteration made in accordance with this Rule 12 shall be given to all Participants.

13. TERMS OF EMPLOYMENT UNAFFECTED

13.1 This Plan or any Award shall not form part of any contract of employment between our Company, or any Company within our Group and any Participant and the rights and obligations of a Participant under the terms of the office or employment with such company within our Group shall not be affected by his participation in this Plan or any right which he may have to participate in it or any Award which he may hold and this Plan or any Award shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever.

13.2 This Plan shall not confer on any person any legal or equitable rights (other than those constituting the Awards themselves) against our Company or our Group directly or indirectly or give rise to any cause of action at law or in equity against our Company and/or our Group.

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14. DURATION OF THE PLAN

- 14.1 The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date. ~~Subject to compliance with any applicable laws and regulations in Singapore, provided always that~~ this Plan may be continued beyond the above stipulated period with the approval of the Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required and subject to compliance with any applicable laws and regulations in Singapore.
- 14.2 The Plan may be terminated at any time by the Committee or by resolution of the Shareholders at a general meeting subject to all other relevant approvals which may be required and if this Plan is so terminated, no further Awards shall be offered by our Company hereunder.
- 14.3 The expiry or termination of the Plan shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Released (whether fully or partially) or not.

15. TAXES

All taxes (including income tax) arising from the grant or Release of any Award granted to any Participant under the Plan shall be borne by that Participant.

16. COSTS AND EXPENSES OF THE PLAN

- 16.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment or transfer of any Shares pursuant to the Release of any Award in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a CDP Depository Agent or CPF investment account with a CPF agent bank.
- 16.2 Save for the taxes referred to in Rule 15 and such other costs and expenses expressly provided in the Plan to be payable by the Participants, all fees, costs and expenses incurred by our Company in relation to the Plan including but not limited to the fees, costs and expenses relating to the allotment and issue, or transfer, of Shares pursuant to the Release of any Award, shall be borne by our Company.

17. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Board, Committee and our Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to our Company's delay in issuing, or procuring the transfer of, the Shares or applying for or procuring the listing of new Shares on Catalist in accordance with Rule 7.1(iii) (and any other stock exchanges on which the Shares are quoted or listed).

18. ABSTENTION FROM VOTING

Shareholders who are eligible to participate in this Plan are to abstain from voting on any shareholders' resolution relating to the Plan and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the proxy form on how the vote is to be cast. In particular, Shareholders who are eligible to participate in the Plan shall abstain from voting on the following resolutions, where applicable: (i) implementation of the Plan; and (ii) participation by and grant of Awards to Controlling Shareholders and their Associates.

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19. DISPUTES

For the avoidance of doubt, any dispute or difference of any nature in connection with this Plan shall be referred to the Committee and its decision shall be final and binding in all respects.

20. CONDITION OF AWARD

Every Award shall be subject to the condition that no Shares shall be issued and/or transferred pursuant to the Vesting of an Award if such issue and/or transfer would be contrary to any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country having jurisdiction in relation to the issue and/or transfer of Shares hereto.

21. GOVERNING LAW

The Plan shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by accepting grants of Awards in accordance with the Plan, and our Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.